

STATE OF NORTH CAROLINA

AGREEMENT

COUNTY OF UNION

THIS AGREEMENT is made and entered into as of December 16, 2024, by and between UNION COUNTY, a political subdivision of the State of North Carolina, whose address is 500 North Main Street, Monroe, NC 28112, hereinafter "Union," and MEDICAL INVESTIGATION SERVICES, PLLC, a North Carolina professional limited liability company, hereinafter "Contractor."

W I T N E S S E T H

WHEREAS, the North Carolina General Assembly has allocated funding to Union to be used to establish a county-operated regional autopsy center, the South Piedmont Regional Autopsy Center (hereinafter the "SPRAC"), to serve Anson County, Cabarrus County, Gaston County, Montgomery County, Moore County, Richmond County, Rowan County, Stanly County, and Union County (hereinafter the "Service Area"); and

WHEREAS, in establishing the SPRAC, Union desires to contract for the services of a qualified forensic pathologist and pathologists' assistants to perform medical examiner autopsies;

WHEREAS, Contractor is able to provide: (i) duly licensed physicians authorized to practice medicine in the State of North Carolina; (ii) pathologists certified by the American Board of Pathology; (iii) pathologists qualified by proper and adequate education, training, and practice in the field of forensic pathology to provide the services required hereunder; and (iv) pathologists' assistants qualified by proper and adequate education, training, and practice to assist with the performance of medical examiner autopsies; and

WHEREAS, Union now desires to engage Contractor to operate the SPRAC and perform medical examiner autopsies and other related services on an as-needed basis.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto do each contract and agree with the other as follows:

1. SERVICES PERFORMED. Contractor agrees to operate the daily functions of the SPRAC and to perform medical examiner autopsies for the Service Area in accordance with N.C. Gen. Stat. § 130A-389 and any rules promulgated by the North Carolina Office of the Chief Medical Examiner (the "Services"). Union County shall be responsible for purchasing supplies necessary for the operation of the SPRAC. It is estimated that the Contractor may be required to perform the Services for 525 cases annually; such number is merely an estimate, however, and shall not represent a guarantee of any set number of cases. Contractor shall ensure that Contractor is available to perform the Services as autopsy cases arise in accordance with all appropriate professional standards of conduct.

2. QUALIFICATIONS. During the term of this Agreement, Contractor shall at all times provide autopsy services that satisfy the following requirements: (i) pathologists who hold a valid and unrestricted license to practice medicine in the State of North Carolina; and (ii) pathologists who maintain board certification or board eligibility in Pathology. Union may, upon written notice to

the Contractor, require that a pathologist or assistant be removed from the performance of the Services hereunder in the event Union determines in its sole discretion that: (i) the pathologist or assistant has failed to carry out one or more of the duties hereunder; (ii) the pathologist or assistant fails for any reason to meet the qualifications set forth in this Section 2; or (iii) in the event of the pathologist or assistant's disability, where such disability prevents the pathologist or assistant from carrying out the essential duties and functions required under the terms of this Agreement.

3. COMPLIANCE WITH RULES AND REGULATIONS. Contractor through its employees or agents shall provide the Services required hereunder in accordance with (i) recognized standards of the medical profession and their specialty; (ii) the Code of Medical Ethics of the American Medical Association; and (iii) all applicable federal, state, and local laws and regulations. Contractor shall ensure that such Services promote the public interest and are performed in a manner consistent with the above standards at all times during the term of this Agreement. Contractor shall cooperate in attaining and maintaining standards necessary to maintain the licenses, approvals, and certifications required to operate the SPRAC. Contractor shall comply with federal, state, and other governmental requirements pertaining to the medical aspects of operation of the SPRAC, shall observe ethical and clinical standards applicable to the operation of the SPRAC, shall manage the SPRAC in compliance therewith, and will continually work to improve the quality at the SPRAC. In operating the SPRAC and conducting the Services pursuant to this Agreement, Contractor shall not discriminate against any person or during the conduct of any case on the basis of race, color, religion, national origin, handicap, age, sex, or any other unlawful or impermissible criteria under the laws of the United States, the State of North Carolina, or any other governmental authority with jurisdiction over the Contractor's and Contractor's employees' and agents' conduct. If Union specifies in writing any deficiencies in Contractor's performance of Services with regard to such standards, Contractor shall initiate correction as soon as possible, but in no event later than ten (10) business days from the date of receiving notification, or earlier if the date is required by any licensing or accrediting body.

4. FEE AND PAYMENT SCHEDULE. Union shall pay Contractor a fee of \$3,000 per autopsy for performance of the Services. Contractor shall invoice Union on a monthly basis for Services performed, or upon such other schedule as may be agreed upon by the parties. Payment is due within thirty (30) days of receipt of an accurate invoice by Union's Finance Division. All payments shall be conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services.

5. TERM. The Effective Date is the date of mutual execution of this Agreement. This Agreement shall have a term of one (1) year (the "Initial Term"). Upon completion of the Initial Term, the parties may elect to renew this Agreement for additional terms, each a "Renewal Term," upon mutual execution of a written amendment to this Agreement.

6. TERMINATION.

- A. Without Cause. Union may terminate this Agreement at any time, without cause, upon provision of sixty (60) days' written notice to Contractor. In the event of termination without cause, Contractor shall be paid for Services performed to the effective date termination.
- B. With Cause. If any party commits a material breach of any of the terms of this Agreement and has not corrected such breach within thirty (30) days of written notice from the non-breaching party, then the non-breaching party may terminate

this Agreement upon written notice to the breaching party.

- C. Duties Upon Termination of Agreement. Termination of this Agreement shall not release or discharge either party from any obligation, debt, or liability which shall have previously accrued and remains to be performed on or after the date of termination, including but not limited to Contractor's obligation to maintain insurance pursuant to Section 8 and Contractor's obligation to indemnify and hold harmless Union pursuant to Section 9, and such obligations, debts, and liabilities shall survive termination of this Agreement.

7. REPORTS AND RECORDS. PLLC shall be responsible for maintaining or causing to be maintained accurate and complete records and files at SPRAC or all required information pertaining to the SPRAC with respect to the Services provided hereunder. All reports, records, and support documents prepared in connection with the provision of SPRAC Services pursuant to this Agreement shall be the sole property of Union. Each party agrees to make available at reasonable dates, times, and places, during the term of this Agreement and thereafter, all records and personnel reasonably requested by the other for purposes of any litigation or investigation or review with which Union may become involved. Contractor further acknowledges that Union is subject to Chapter 132 of the North Carolina General Statutes, the Public Records Act (the "Act"), and that this Agreement shall be a public record as defined in such Act, and as such, will be open to public disclosure and copying.

8. INSURANCE. The attached Exhibit A, Insurance Requirements, is incorporated herein by reference.

9. INDEMNIFICATION. Contractor agrees to protect, defend, indemnify and hold Union, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due, in whole or in part, to the negligence of Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

10. DECLARATION BY CONTRACTOR. Contractor declares that Contractor has complied with all federal, state and local laws regarding business permits, certificates, and licenses that may be required to carry out the work to be performed under this Agreement.

11. INDEPENDENT CONTRACTOR STATUS. In performance of the duties and obligations of this Agreement, Contractor and its employees and agents shall be at all times independent contractors of Union. Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship, or a lease or a landlord/tenant relationship between Union and Contractor or Contractor's employees or agents. Contractor shall be solely responsible to Contractor's employees and subcontractors regarding payroll and income. Union shall neither have nor exercise control, direction, or supervision over the professional medical judgment, manner, or methods by which Contractor providers perform the Services required hereunder; provided, however, that the Services shall be provided in a manner consistent with all laws, rules, and regulations governing such Services and the provisions of this Agreement.

12. FEDERAL, STATE, AND LOCAL TAXES. Neither federal, nor state, nor local income tax nor payroll tax of any kind shall be withheld or paid by Union on behalf of Contractor or the employees of Contractor. Contractor shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

13. NOTICE TO CONTRACTOR REGARDING ITS TAX DUTIES AND LIABILITIES. Contractor understands that Contractor is responsible to pay, according to law, Contractor's income tax. If Contractor is not a corporation, Contractor further understands that Contractor may be liable for self-employment (social security) tax, to be paid by Contractor according to law.

14. FRINGE BENEFITS. Because Contractor is engaged in Contractor's own independently established business, Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of Union.

15. UNION NOT RESPONSIBLE FOR WORKERS' COMPENSATION. No workers' compensation insurance shall be obtained by Union concerning Contractor or the employees of Contractor. Contractor shall comply with the workers' compensation law concerning Contractor and the employees of Contractor.

16. NO AUTHORITY TO BIND UNION. Contractor has no authority to enter into contracts or agreements on behalf of Union. This Agreement does not create a partnership or any form of agency between the parties.

17. ASSIGNMENT. Neither Union nor Contractor shall assign, sublet or transfer any rights under or interest in this Agreement (including, but without limitation, monies that may become due or monies that are due) without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this Agreement.

18. NON-WAIVER. The failure of either party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

19. HOW NOTICES SHALL BE GIVEN. Any notice given in connection with this agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated herein:

If to Union: Union County
 Attn: County Manager
 500 North Main Street
 Monroe, NC 28112

If to Contractor: Medical Investigation Services, PLLC
 531 Merwick Circle
 Charlotte, NC 28211

Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

20. APPLICABLE LAW AND JURISDICTION. This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina. The parties to this Agreement confer exclusive jurisdiction of all disputes arising hereunder upon the General Courts of Justice of Union County, North Carolina.

21. COMPLETE AGREEMENT. This Agreement contains the complete agreement of the parties regarding the terms and conditions of the Agreement, and there are no oral or written conditions, terms, warranties, understandings or other agreements pertaining thereto which have not been incorporated herein. This Agreement may be modified only by written instrument duly executed by both parties, or their respective successors in interest.

22. SEVERABILITY. The provisions hereof are severable, and should any provision be determined to be invalid, unlawful or otherwise null and void by any court of competent jurisdiction, the other provisions shall remain in full force and effect and shall not thereby be affected unless such ruling shall make further performance hereunder impossible or impose an unconscionable burden upon one of the parties.

23. AUTHORITY. Each party warrants that it has the corporate or other organizational power and authority to execute, deliver and perform this Agreement. Each party further warrants that the execution, delivery and performance by it of the Agreement has been duly authorized and approved by all requisite action of the party's management and appropriate governing body.

24. E-VERIFY. E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Contractor shall ensure that Contractor and any subcontractor performing work under this Agreement: (i) uses E-Verify if required to do so by North Carolina law; and (ii) otherwise complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. A breach of this provision by Contractor will be considered a breach of this Agreement, which entitles Union to terminate this Agreement, without penalty, upon notice to Contractor.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have hereunto set their hands and seals, and have caused this Agreement to be duly executed, this the day and year first above written.

UNION COUNTY

Signed by:
By: Brian W Matthews (SEAL)
Brian W. Matthews, County Manager

MEDICAL INVESTIGATION SERVICES, PLLC

Signed by:
By: Jonathan Privette (SEAL)
Jonathan Privette, Owner

Approved as to Legal Form CAM

This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act.

Signed by:
Cheri Lukko
Deputy Finance Officer

Exhibit A
Insurance Requirements

I. BASIC INSURANCE REQUIREMENTS. At Contractor's sole expense, Contractor shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best, or as otherwise authorized by the Union County Risk Manager.

PROFESSIONAL LIABILITY

\$1,000,000 Claims Made

Contractor shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.

II. ADDITIONAL INSURANCE REQUIREMENTS.

- A. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- B. Contractor shall have no right of recovery or subrogation against Union County (including its officers, agents and employees).
- C. It is the intention of the parties that the insurance policies afforded by Contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.
- D. Union County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- E. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 500 North Main Street, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.
- F. The Certificate of Insurance should note in the Description of Operations the following:
 - Department: County Manager's Office
 - Contract #: 9361
- G. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Union County for

claims made or suits brought which result from or are in connection with the performance of this Agreement.

H. Certificate Holder shall be listed as follows:

Union County
Attention: Risk Manager
500 North Main Street
Monroe, NC 28112

I. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.