



Agreement for Services

This agreement for independent contractor coverage between the **Kootenai County Coroner's Office** ("CLIENT") with location at **250 E Dalton Ave suite 1, Dalton Gardens, ID 83815** ("LOCATION") and Forensic Pathology Services, LLC ("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 **January 1, 2026** ("Effective Date"). CLIENT and FPS are sometimes referred to herein as the "Parties."

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 County. 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. 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 contractors.

2. Specific Work Duties & Expectations

- a. **FPS responsibilities:** FPS agrees to present board certified Forensic Pathologists, board certified Neuropathologists, certified Pathologists' 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 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 reimburse FPS for all services rendered in accordance with **Exhibit A**.
- c. **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 the first day of rendering services. CLIENT is not required, nor mandated, to accept any FPS contractor for services.

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. 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 unless explicitly stated in writing and signed by both parties.



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- b. **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.
 - c. **Cancellation of 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 contractor's services. All other contractors currently rendering services to CLIENT will continue to operate under this umbrella agreement.
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.
6. **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 Nevada. CLIENT hereby irrevocably consents to the exclusive jurisdiction and venue of the state courts in Clark County, Nevada, for any and all claims and causes of action arising from or related to this Agreement. CLIENT AND FPS AGREE THAT EACH OF US WAIVES ANY RIGHT TO A TRIAL BY JURY FOR ANY AND ALL CLAIMS AND CAUSES OF ACTION ARISING FROM OR RELATED TO THIS AGREEMENT.



Exhibit A: Fees & Expense Reimbursement

7. 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. FPS will seek reimbursement for any travel-related expenses from the CLIENT, only when explicitly stated in the **Fees for Services** in section 9.
 - i) 7.a may be amended with written agreement from both CLIENT and FPS.
 - ii) This section 7 does not apply to 9.b.i & 9.b.ii.

8. 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 contractors. CLIENT is not expected to reimburse, or make any direct payments towards the policy premium for FPS' contractors to be considered covered while rendering services at CLIENT.

9. Fees for Services

- a) FPS agrees to provide Locum Tenens Forensic Pathologists to CLIENT at the following rates to be paid for by CLIENT. These rates have been negotiated and agreed upon by CLIENT and FPS.
 - i) \$2,700 per autopsy/partial
 - ii) \$1,600 per external examination
 - iii) These rates assume that an autopsy technician will be available to assist the FPS Contractors.
 - 1) In the event FPS is required/requested to provide an autopsy technician, a fee of \$350/case will be assessed.
- b) In order for FPS to proceed with the proposed schedule, **a minimum of three (3) autopsies/cases** must be scheduled. Should the number of cases fall below this minimum threshold, FPS reserves the right to adjust the schedule accordingly.
- c) In the event an FPS Contractor is called to testify/depose, CLIENT, or the party issuing the subpoena, agrees to pay FPS:
 - i) A pre-determined and agreed upon hourly rate for case review, research, preparations for trial, and pretrial activities with attorneys on cases that require trial testimony.
 - 1) This rate is Contractor-dependent and will be presented, negotiated, and/or agreed upon before any Pathologist agrees to render services for the requesting party..
 - ii) Any associated/required travel expenses will be reimbursed by the requesting agency e.g. District Attorney's Office, Defense Attorney, etc.
 - 1) Separate and individual invoices will be submitted to the appropriate requesting agencies.
- d) FPS will submit monthly invoices to CLIENT stating all contractors who performed services. Each invoice will have any associated case numbers serviced by their respective contractor.
- e) CLIENT agrees to reimburse FPS at the rate(s) listed in Exhibit A within 45 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.
- f) Unless explicitly agreed upon by CLIENT and FPS, these rates will not increase by one-half for services performed on Federally recognized holidays.
- g) **Late Payment**



- i) All invoices issued under this Agreement are due and payable within the time period specified in the Payment Terms section of this Agreement. Any invoice not paid in full within the agreed-upon time period shall accrue a late fee in the amount of three percent (3%) of the outstanding balance per month until such balance is paid in full.
- ii) Any late fees assessed shall be added to the next invoice issued to the County and shall be payable in accordance with the terms of that invoice.
- iii) The assessment of a late fee shall not limit or prejudice FPS's right to pursue any other remedies available under this Agreement or applicable law for non-payment or delayed payment.

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

Samuel Ayala, M.D. - COO
Forensic Pathology Services, LLC

Signed by:
Signature: Samuel V. Ayala Date: 1/7/2026
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Authorized Representative
Kootenai County Coroner's Office

Signature: _____ Date: _____