

**REVOCABLE LICENSE FOR
HOSPITAL AUTOPSY SERVICES**

Between

Washoe County through its Regional Medical Examiner's Office

and

Renown Regional Medical Center

This Revocable License for Hospital Autopsy Service ("License" or "Agreement") is entered into between Washoe County, a political subdivision of the State of Nevada through its Regional Medical Examiner's Office ("WCRMEO" or "County") and Renown Regional Medical Center ("Renown" or "Organization"), a Nevada Non-profit Corporation under which Renown's Pathologists will perform hospital autopsies as set forth below.

WHEREAS, the County owns a building and certain real property located at 990 East Ninth Street, Reno, Nevada 89512 ("WCRMEO Office") for the purpose of operating and maintaining the WCRMEO which is responsible for the investigation of certain statutorily defined deaths within Washoe County; and

WHEREAS, the WCRMEO Office was constructed for the use of the Washoe County Regional Medical Examiner to conduct the business necessary to fulfill its statutory mandates; and

WHEREAS, Renown is a Nevada Not For Profit Corporation providing medical services to the community; and

WHEREAS, Renown employs pathologists who from time to time need to conduct autopsies; and

WHEREAS, Renown does not have a facility for its pathologists to conduct autopsies; and

WHEREAS, the WCRMEO has the facilities to allow Renown to conduct its autopsies at the WCRMEO Office,

NOW THEREFORE, in consideration of the premises and covenants herein contained, the parties hereto mutually agree as follows:

Term/Termination: This License shall be in effect upon execution by both parties and shall continue in force for three (3) years thereafter, unless either party

provides written notice of termination to the other party at least thirty (30) days prior to the end of the current term. Either party may terminate this Agreement, with or without cause, on thirty (30) days prior written notice.

Fee: Pricing shall be \$945.00 per hospital autopsy.

Renown Pathologists will use WCRMEO's autopsy tables and have access to running water and regular utilities. Renown Pathologists will have access to one Medicolegal Death Investigator/Technologist from the WCRMEO to assist with examination and clean up. Renown Pathologists will have access to WCRMEO tools, personal protective equipment, and supplies. WCRMEO agrees to store a body for up to twenty-four (24) hours for Renown. Renown Pathologists may store personal autopsy tools, upon request, in a drawer in the isolation autopsy suite. Renown Pathologists will provide their own autopsy clothing (i.e. scrubs) and shoes.

Notice of Use: Renown agrees to provide a minimum notice of 8 hours of their intent to use the WCRMEO Office, and will schedule examination time so as to not interfere with normal WCRMEO operations. WCRMEO will make all reasonable efforts in accommodating scheduling requests/preferences, depending on availability of an autopsy assistant (Medicolegal Death Investigator/Technologist).

Invoices: Invoices will be sent to Renown on a monthly basis for those services and at the rate indicated above. Payment is due to WCRMEO within thirty (30) days of Renown's receipt of the invoice. WCRMEO may suspend performance of this Agreement without liability if invoices remain unpaid sixty (60) days from the date of the invoice.

Indemnity and Insurance: County has established specific indemnification and insurance requirements for Agreements to help assure that reasonable insurance coverage is maintained. All conditions and requirements for insurance and indemnification are set forth in Exhibit A, which is attached hereto and incorporated into this Agreement by reference. Indemnification and hold harmless clauses are intended to ensure that agencies accept and are able to pay for the loss or liability related to their activities. All conditions and requirements identified in exhibit A shall be completed.

MISCELLANEOUS PROVISIONS

Assignment/Delegation. The right and obligations of each party to this Agreement are not assignable. As assignment or delegation or any right or obligation hereunder is a material breach of this Agreement.

Waiver. A waiver of any breach of any provision of this Agreement shall not be construed to be a waiver of any preceding or succeeding Breach.

Merger/Amendment. This Agreement embodies the entire understanding of the parties and there are no terms, covenants or conditions other than those set forth herein. This Agreement may be amended only by a document in writing executed by both parties with the same formality with which this Agreement was executed.

Funding Out Clause. In the event County fails to appropriate or budget funds for the purposes as specified in this Agreement, Renown hereby agrees to cancel this Agreement. County agrees to provide thirty (30) days written notice to Renown in the event this situation should occur. Both parties expressly understand that the term of this Agreement requires such a provision pursuant to NRS 244.320.

Authority. The person executing this Agreement on behalf of Renown certifies that he/she has the power and authority to bind Renown to the terms and conditions of this Agreement.

Compliance With Laws. Renown agrees at all times to comply with all applicable laws, ordinances and regulations of the governmental entities having jurisdiction over matters that are the subject of this Agreement.

Governing Law and Venue. The laws of the State of Nevada shall govern this Agreement. All parties consent to the personal jurisdiction of the state court in Washoe County, Nevada and to the service of process by any means authorized by such court or under the laws of the State of Nevada. The exclusive venue of any action or proceeding arising out of or in connection with this Agreement shall be Washoe County, Nevada.

Third Party Beneficiaries. This Agreement is not intended to create or be construed to create any right or action on the part of any person or entity not signatory to this Agreement, nor create the status of third party beneficiaries for any person or entity.

Limited Liability. County will not waive and intends to assert available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages. Actual damages for County's breach of this Agreement shall never exceed the amount of funds that have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

This Agreement is effective as of January 1, 2020.

**RENOWN REGIONAL
MEDICAL CENTER**

By: _____
Ann Beck, Chief Financial Officer
Renown Regional Medical Center
Executed on _____, 2019

WASHOE COUNTY

By: _____
Vaughn Hartung, Chair
Washoe County Commission
Executed on December 10, 2019

Exhibit A

**INSURANCE, HOLD HARMLESS AND INDEMNIFICATION
REQUIREMENTS FOR NONPROFIT AGENCY**

INTRODUCTION

Washoe County has established specific insurance and indemnification requirements for nonprofit organizations contracting with the County to provide services, use County facilities and property, or receive funding. Indemnification and hold harmless clauses and insurance requirements are intended to assure that a nonprofit organization accepts and is able to pay for a loss or liability related to its activities.

ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT ORGANIZATIONS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT THE COUNTY'S RISK MANAGEMENT DEPARTMENT DIRECTLY AT (775) 328-2665.

INDEMNIFICATION AGREEMENT

ORGANIZATION agrees to hold harmless, indemnify, and defend COUNTY, its officers, agents, employees, and volunteers from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action, or cause of action based on bodily injury including death or property damage, including damage to ORGANIZATION'S property, caused by the omission, failure to act, or negligence on the part of ORGANIZATION, its employees, agents, representatives, or Subcontractors arising out of the performance of work under this Agreement by ORGANIZATION, or by others under the direction or supervision of ORGANIZATION.

In the event of a lawsuit against the COUNTY arising out of the activities of ORGANIZATION, should ORGANIZATION be unable to defend COUNTY due to the nature of the allegations involved, ORGANIZATION shall reimburse COUNTY, its officers, agents, and employees for cost of COUNTY personnel in defending such actions at its conclusion should it be determined that the basis for the action was in fact the negligent acts, errors or omissions of ORGANIZATION.

GENERAL REQUIREMENTS

ORGANIZATION shall purchase Workers' Compensation, General Liability, and Automobile Liability as described below. The cost of such insurance shall be borne by ORGANIZATION. ORGANIZATION may be required to purchase Professional Liability coverage based upon the nature of the service agreement.

WORKERS' COMPENSATION

It is understood and agreed that there shall be no Workers' Compensation coverage provided for ORGANIZATION or any Sub-consultant by COUNTY. ORGANIZATION agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the COUNTY to make any payment under this Agreement to provide COUNTY with a certificate issued by an insurer in

accordance with NRS 616B.627 and with a certificate of an insurer showing coverage pursuant to NRS 617.210 for ORGANIZATION and any sub-consultants used pursuant to this Agreement.

Should ORGANIZATION be self-funded for Workers' Compensation, ORGANIZATION shall so notify COUNTY in writing prior to the signing of this Agreement. COUNTY reserves the right to approve said retentions and may request additional documentation financial or otherwise for review prior to the signing of this Agreement.

It is further understood and agreed by and between COUNTY and ORGANIZATION that ORGANIZATION shall procure, pay for, and maintain the above-mentioned Workers' Compensation coverage at ORGANIZATION'S sole cost and expense.

MINIMUM LIMITS OF INSURANCE

ORGANIZATION shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to each project or location.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. No aggregate limits may apply.
3. Professional Liability: \$1,000,000 per occurrence and as an annual aggregate.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. ORGANIZATION'S insurance coverage shall be primary insurance as respect to COUNTY, its officers, employees and volunteers, for claims arising from the acts or omissions of ORGANIZATION. Any insurance or self-insurance maintained by COUNTY, its officers, employees or volunteers shall be excess of ORGANIZATION'S insurance and shall not contribute with it in any way.
2. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, employees or volunteers.
3. ORGANIZATION'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to COUNTY except for nonpayment of premium.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. COUNTY, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's Ratings upon review of

financial information concerning ORGANIZATION and insurance carrier. COUNTY reserves the right to require that ORGANIZATION'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list. However, COUNTY acknowledges that Renown is self insured.

VERIFICATION OF COVERAGE

ORGANIZATION shall furnish COUNTY with certificates of insurance and with original endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. **All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by the COUNTY before work commences.** COUNTY reserves the right to require complete, certified copies of all required insurance policies, at any time.

SUBCONTRACTORS

ORGANIZATION shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

MISCELLANEOUS CONDITIONS

1. ORGANIZATION shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by ORGANIZATION, any Subcontractor, or anyone employed, directed or supervised by ORGANIZATION.
2. Nothing herein contained shall be construed as limiting in any way the extent to which the ORGANIZATION may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractor under it.
3. In addition to any other remedies COUNTY may have if ORGANIZATION fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:
 - a. Order ORGANIZATION to stop work under this Agreement and/or withhold any payments which become due ORGANIZATION hereunder until ORGANIZATION demonstrates compliance with the requirements hereof;
 - b. Terminate the Agreement.