

ADDENDUM TO FORENSIC PATHOLOGY SERVICES AGREEMENT
Between
Laramie County, Wyoming and FPS (Forensic Pathology Services)

THIS Addendum to an "Agreement for Services" and its "Exhibit 'A' Fees and Expenses" is made and entered into by and between Laramie County Government, located at 310 West 19th Street, Cheyenne WY, 82001 (COUNTY) and FPS (Forensic Pathology Services) 4001 South Decatur Blvd., Ste. 37-227, Las Vegas, NV 89103. The parties agree as follows:

I. PURPOSE

This Addendum modifies the "Agreement for Services" (Agreement), between COUNTY and FPS, for purposes of providing services that include, but are not limited to providing properly certified contractors to perform forensic autopsies, external examinations, autopsy assistant duties, in consultation on all aspects of the medical examiner and coroner system.

II. TERM

This Addendum shall commence on the date last executed by the duly authorized representatives of the parties to this Addendum, and shall remain in full force and effect until the Agreement is completely performed or terminated.

III. MODIFICATIONS

- A. Section 6(d) shall be stricken and of no further force and effect in regard to Venue, Jurisdiction and Governing law, said subject matter to be determined as provided in Section IV(K) of this Addendum. The following language from Section 6(d) shall remain in effect:

"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."

IV. ADDITIONAL PROVISIONS

A. Acceptance Not Waiver: The COUNTY's approval of the reports, and work or materials furnished hereunder shall not in any way relieve FPS of responsibility for the technical accuracy of the work. COUNTY approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under the Agreement and this Amendment or of any cause of action arising out of the performance of the Agreement and this Amendment.

B. Entire Agreement: The Agreement (3 pages) its Exhibit 'A' (1 page) and this Addendum (4 pages) represent the entire and integrated agreement and understanding between

the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

C. Modification: The Agreement and this Addendum shall be modified only by a written agreement, duly executed by all parties hereto.

D. Contingencies: FPS certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with the Agreement and this Addendum, nor were any fees, commissions, gifts or other considerations made contingent upon the award of the Agreement and this Addendum.

E. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of the Agreement and this Addendum because of race, color, gender, creed, handicapping condition, or national origin.

F. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*

G. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/ Sovereign Immunity, as provided by any applicable law including Wyo. Stat. § 1-39-101 *et seq.*, by entering into the Agreement and this Addendum. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on the Agreement and this Addendum.

H. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and the Agreement and this Addendum shall not be construed so as to create such status. The rights, duties and obligations contained in the Agreement and this Addendum shall operate only between the parties to the Agreement and this Addendum, and shall inure solely to the benefit of the parties to the Agreement and this Addendum.

I. Conflict of Interest: COUNTY and FPS affirm, to their knowledge, no EMSAR employee or contractor has any personal beneficial interest whatsoever in the Agreement and this Amendment described herein. No staff member of FPS, compensated either partially or wholly with funds from the Agreement and this Addendum, shall engage in any conduct or activity which would constitute a conflict of interest relative to the Agreement and this Addendum.

J. Limitation on Payment: COUNTY's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by FPS, the Agreement and this Addendum may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify FPS at the earliest possible time of the services which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY

knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision.

K. Applicable Law and Venue: The parties mutually understand and agree this Agreement and Addendum shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement and Addendum or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming or the Federal District Court, District of Wyoming. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement and Addendum.

L. Indemnification To the fullest extent permitted by law, FPS agrees to indemnify and hold harmless COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with work performed by or on behalf of FPS for COUNTY, except to the extent liability is caused by the negligence or willful misconduct of COUNTY or its employees. FPS shall carry insurance as indicated in Section 3(a) of the Agreement to cover its obligations under this provision. FPS agrees to provide to County subsequent execution is agreement by the parties with appropriate copies of certificates of insurance indicating the nature and extent of the coverage represented in the Agreement. Upon request by COUNTY, FPS agrees that it would provide copies of further relevant documentation associated with its insurance coverage, including but not limited to, any policies, exclusions and/or additions, exceptions and/or addenda.

L. Addendum Controls: Where a conflict exists or arises between any provision or condition of this Agreement and the Addendum, the provisions and conditions set forth in this Amendment shall control.

Remainder of this page intentionally left blank.

Signature page

LARAMIE COUNTY, WYOMING

By: _____ Date _____
Gunnar Malm, Chairman, Laramie County Commissioners

ATTEST:

By: _____ Date _____
Debra Lee, Laramie County Clerk

FPS: FORENSIC PATHOLOGY SERVICES

DocuSigned by:
By:  Date 12/19/2025
3926AA2F243E40B...
Title: Samuel Ayala Chief Operations Officer

This Agreement is effective the date of the last signature affixed to this page.

REVIEWED AND APPROVED AS TO FORM ONLY

By:  Date 12/20/25
Laramie County Attorney's Office



Agreement for Services

This agreement for independent contractor coverage between the Laramie County Coroner ("CLIENT") with location at 3964 Archer Pkwy; Cheyenne, WY 82009 ("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 08/08/2025 ("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.



- 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) \$3,500 per autopsy on homicide/suspicious cases
 - ii) \$2,600 per autopsy on all other cases
 - 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.
 - iv) 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.
- b) 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.
- c) 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.
- d) 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.
- e) Unless explicitly agreed upon by CLIENT and FPS, these rates will not increase by one-half for services performed on Federally recognized holidays.



Signature page

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

Signature:  Date: 12/19/2025

Rebecca Reid, County Coroner
Laramie County Coroner's Office

Signature: _____ Date: _____