

PLACER COUNTY
SHERIFF
CORONER-MARSHAL

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SI. 1851

EDWARD N. BONNER
SHERIFF-CORONER-MARSHAL

STEPHEN L. D'ARCY
PLACER SHERIFF

To: Board of Supervisors
Date: June 28, 2007
From: Edward N. Bonner, Sheriff-Coroner-Marshall
Subject: Employee Contract for Dr. Henrikson for Forensic Pathology

ACTION REQUESTED

Your Board's approval is requested to approve the contract employee agreement between the Sheriff-Coroner-Marshall and Dr. Donald Henrikson for forensic pathology services. The contract is for the period July 1, 2007 through June 30, 2008 in the total annual amount for salary, benefits, and reimbursements of \$249,475. Mandated payroll costs total \$50,537 for a total cost to the County of \$298,207.

BACKGROUND

Your Board approved the employee contract for Dr. Henrikson from September 15, 2002. The first amendment in October, 2003 updated the renewal options and clarified his benefits to be consistent with other County employees. The current terms of the contract need to be updated again to be consistent and commensurate with other County physicians and employees. It has been recommended that this contract be renewed on an annual basis so terms can be evaluated and updated as part of this annual process.

This employee contract has been beneficial to the Coroner operations and the County. Without this agreement in place, the cost of these services would be much higher. We also receive the added benefit of having Dr. Henrikson on staff as needed with greater coordination and control over this critical function rather than be subject to an outside vendor. For example, FMG, our backfill forensic pathology service provider, charges \$700 for an external autopsy and \$1,250 for an internal autopsy. Based on the number of autopsies performed under this contract last year, 550, the costs could range from \$400,000 to \$555,000 in a worst case scenario. Sacramento County charges the higher flat rate for all autopsies regardless of case type.

Additionally, Placer County has collaborated for years with Nevada County and Sierra County to provide forensic pathology services to them. This provides quality services at a reasonable rate to the smaller jurisdictions that cannot afford an on-site forensic pathologist. This also provides revenue to Placer County to offset the overall contract costs for Dr. Henrikson. The annual revenue is approximately \$80,000. This more than covers the cost of services provided to these agencies.

Your Board's approval of this employee contract is required.

FISCAL IMPACT

This position is approved and allocated. The cost for the employee contract is currently included in the proposed budget submitted to your Board in the amount of \$283,700. An approximate \$14,500 will be requested in the final budget submitted to your Board for Dr. Henrikson's contract to cover the overall costs of the contract. The revenues from Nevada County are included in the budget in the amount of \$80,000. The net cost of the contract to the County including salary, benefits, reimbursements and mandated payroll costs is about \$203,700.

PLACER COUNTY CONTRACT EMPLOYEE AGREEMENT

Contract Number: _____

This Agreement is made between the County of Placer ("County") and Dr. Donald Henrikson, ("Employee") for the contract period of July 1, 2007 through June 30, 2008 whereby Physician services would be provided to the County upon the following terms and conditions:

1. **Appointment.**
County hereby appoints and engages Employee, as a forensic pathologist for the County of Placer, Sheriff-Coroner-Marshal Department, and Employee hereby accepts such employment.
2. **Powers and Duties.**
Employee agrees to perform the services and duties as described in the attached Exhibit A, under the direction and supervision of the Sheriff-Coroner-Marshal, or his or her designee.
3. **Work Schedule.**
Employee shall devote such time as is reasonably necessary to perform assigned duties, attend before and after-hour meetings as required. The position is considered full-time (approximately 40 hours weekly) and regular scheduled work hours are required as outlined in Exhibit A.
4. **Salary and Benefits.**
Employee shall be compensated for his/her services as follows:
 - A. **Salary.**
Employee shall be paid for services rendered under this agreement an annual salary of **\$211,428** paid in twenty-six equal payments on the County's regular payroll. The salary is subject to withholding for federal income tax, state income tax, Social Security, and any other employment taxes required to be deducted by County.
 - B. **Benefits.**
In addition to salary, Employee shall receive the following benefits:
 1. **Medical, Dental, Vision, Life, and AD&D:**
Employee and eligible dependents shall be eligible to participate in the Placer County Employee medical, dental, vision, life and accidental death and dismemberment insurance programs. Employee premium expenses for said benefits are subsidized at the same rate as for other County employees and their dependents, depending on the plans selected at a current maximum benefit package of **\$13,397**.

2. Supplemental Life and Retirement Savings Plans 457/401(k):
Employee and eligible dependents shall be eligible to participate in the Placer County Employee Supplement Life and Long Term Disability insurance programs and retirement savings plans 457/401(k), paid for at employee expense.
3. Disability Insurance:
Employee may purchase his or her own short-term disability insurance through a provider of his or her choice. County shall reimburse Employee, during the contract year for the cost of the premiums upon proof of payment up to \$1,850.
4. PERS:
Employee will participate in the California Public Employee's Retirement System. County shall pick up 7% of the employee's 8% contribution of base salary. The employee shall pay the remaining 1% contribution required under the County's 2.5% @ 55 Local Miscellaneous formula. County will be responsible for the Employer Contribution as outlined on Exhibit B.
5. Sick Leave:
Employee shall receive sick leave benefit hours in the same manner as other County employees.

C. Licensure.
Employee shall maintain an unrestricted license to practice medicine in the State of California. If the annual renewal is required during the term of this contract, the County shall reimburse Employee for license renewal upon proof of payment in the estimated amount of \$1,000. Employee shall maintain Physician and Forensic Board Certification, and maintain local hospital privileges as a consulting physician.

D. Other Pay.

1. Retention Bonus:
Employee shall receive a retention bonus of **2.5%** following the successful performance of the first 6 (six) full months of the contract term, and an additional **2.5%** bonus at the satisfactory and successful completion of 12 (twelve) months. Satisfactory and successful performance shall be in the sole discretion of the Sheriff-Coroner-Marshall or his/her designee.

E. **Insurance.**
County shall maintain and bear the expense of medical malpractice, general liability and worker's compensation insurance, covering the acts of the employee within the course and scope of his or her employment with the County currently estimated at **\$6,000.**

F. **Vacation and Holidays.**
The employee shall be entitled during the term of this contract to a vacation period of 160 hours. Employee understands and agrees that these vacation hours are being earned on a bi-weekly basis, and should this Agreement be terminated prior to the end of the contract term, the vacation hours shall be prorated accordingly. Any vacation hours used but not earned at the time of termination will be reimbursed to County. Any vacation earned but not used will be paid by the County to Employee.

The County and employee shall mutually agree upon the vacation period or periods taken during the contract year and such time will be scheduled at least thirty (30) days in advance of the vacation date. The County may authorize a cash-out of any unused vacation at the end of the contract period or if entering into an additional contract, may negotiate an increased allocation based upon unused vacation time. The employee shall not be granted a vacation allocation in excess of the limits as defined in the County Personnel Code Chapter 3 section 3.04.470 (C-1a) and (C-1b). In addition, Employee shall receive the same paid holidays as other County employees within the assigned department.

G. **Postgraduate Study.**
Employee shall be entitled to five (5) days of paid leave during the contract year for postgraduate study directly related to the practice of medicine. County shall reimburse up to **\$1,000** during the contract year for the purpose of continuing education, training and postgraduate studies to include reimbursement for travel and/or lodging expenses. County shall reimburse up to this amount upon proof of payment and attendance by Employee and submittal of a Claim for Reimbursement. These funds shall be for the purpose of meeting continuing education requirements. If Employee does not complete the contract term, Employee shall reimburse County for all tuition expenses paid.

H. **Mileage and Travel Reimbursement – Business Related.**
Employee shall be reimbursed for mileage and other travel related to approved County business pursuant to County policy.

5. **Compliance with State, Local and Federal Laws.**
The parties enter into this Agreement with the intent of conducting their relationship in full compliance with applicable State, local and Federal law. All determinations as to the reportability of any compensation listed above to CALPERS shall be made as mandated by CALPERS law in effect at the time the compensation is earned.

6. **HIPAA Compliance.**

Employee agrees, to the extent required by 42 U.S.C. 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), to comply with applicable requirements of law and subsequent amendments relating to protected health information, as well as any task or activity Employee performs on behalf of County, to the extent County would be required to comply with such requirements.

More specifically, Employee will not use or disclose confidential information other than as permitted or required by this contract and will notify County of any discovered instances of breaches of confidentiality.

Without limiting the rights and remedies of County elsewhere as set forth in this agreement, County may terminate this agreement without penalty or recourse if determined that Employee violated a material term of the provisions of this section.

Employee ensures that any subcontractors' agents receiving health information related to this contract agree to the same restrictions and conditions that apply to Employee with respect to such information.

7. **Term and Termination of Agreement.**

The term of this Agreement shall be for a period of one (1) year beginning the 1st day of July 2007. This Agreement may be terminated before the end of the contract term upon the occurrence of any of the following events:

- A. By written mutual agreement of the parties hereto.
- B. Failure of Employee to retain his or her medical license in good standing.
- C. A material breach of the Agreement by Employee or County.
- D. Death or disability of Employee.
- E. Either party may terminate this Agreement without cause or legal excuse upon one hundred eighty (180) days prior written notice to the other party. Services will be paid as provided. Without cause or legal excuse does not include Employee's death, incapacity due to injury or illness (physical or mental), dismissal for willful misconduct, malfeasance, dishonesty for personal gain, or following conviction of any felony, or any misdemeanor involving moral turpitude, nor Employee's resignation for any reason other than that so stated in this paragraph 7.

8. **Other Terms and Conditions**

- A. The Sheriff-Coroner-Marshal or his or her designee, in consultation with Employee, shall establish such other terms and conditions of employment, as he or she may determine from time to time, relating to the work of Employee, provided such terms and conditions are not inconsistent or in conflict with the provisions of this agreement, County ordinance, or any other law.
- B. The text herein shall constitute the entire agreement between the parties.
- C. If any provision or portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

The parties have entered into this agreement as of the 1st day of July 2007.

Chairman, Placer County Board of Supervisors

Bruce Kranz, District #5

Date

**Placer County
Sheriff-Coroner-Marshal**

Edward N. Bonner

6-28-07

Edward N. Bonner
Sheriff-Coroner-Marshal

Date

Employee

Donald M. Henrikson, M.D.

6/27/2007

Donald Henrikson, M.D.

Date

Reviewed

Nancy [Signature]

6/29/07

Director of Personnel

Date

Approved as to Form:

Arnell O. [Signature]

6/29/07

County Counsel

Date

**FORENSIC PATHOLOGIST
SUMMARY OF DUTIES**

DEFINITION

Perform responsible work in general and forensic pathology in facilities provided by the county.

SUPERVISION

Receives direction from the Sheriff-Coroner-Marshal or Administrative Captain as well as the Chief Deputy Coroner or designee.

ESSENTIAL DUTIES MAY INCLUDE BUT NOT BE LIMITED TO:

Examine cases and provide determination of medical cause of death in all cases, both forensic and general, including, but not limited to autopsies, gross and microscopic examinations of tissues, bacteriological examinations of medical reports and other such services as are appropriate to determine cause of death.

As appropriate, consult with other physicians, practitioners, specialists, attorneys, investigators and personnel as needed.

When deemed necessary by the Coroner, attend death scene.

Prepare written report of findings to Coroner within thirty (30) days following performance of the autopsy and/or related services such as toxicology or neuropathology.

Prepare reports and other related correspondence, build and maintain positive working relationships with co-workers, other professionals, county employees and the public using principles of good customer service. Communicate effectively in a court of law to provide expert testimony as required. Be available to provide services on alternative shifts as needed. Perform other duties as assigned.

KNOWLEDGE OF:

Practices and principles of forensic pathology as well as modern hospital practice.

ABILITY TO:

Examine, diagnose and determine the medical cause of death. To review medical reports as needed and other sources or services to determine cause of death. To coordinate with the Sheriff-Coroner-Marshal, or designee, when appropriate for a particular case. Interpret laboratory and x-ray examinations. Provides medical direction to autopsy assistant staff as a part of a forensic pathology team, prepare and oversee the preparation of case reports for cause of death and the maintenance of records.

Consult with staff, contractors, investigators physicians and other resources as necessary to determine cause of death, attend meetings as appropriate provide expert testimony at court appearances and consult as needed with attorneys, physicians and criminal investigators. Other services required by the Coroners Unit of the Sheriff's Department.

LICENSES REQUIRED:

Equivalent to a Doctorate of Medicine degree from an accredited college or university. Board certification as a Forensic Pathologist. Possession of or ability to obtain a valid driver's license. Proof of adequate vehicle insurance. Be able to obtain hospital privileges at a consultant level as needed or requested.

Exhibit B	
Proposed Compensation for Dr. Don Henrikson	
Salary:	
Full-time Physician II - U60, Step 5	\$75,2949
Number of paid hours (approximately)	2,080
Hourly rate x number of hours	\$156,613.39
Other Salary Incentives:	
Board certified 10 %	\$15,661.34
Hospital Privileges 10% (@ consultant status)	\$15,661.34
Bilingual Pay	\$0.00
Board Certified Forensic Pathologist (15%)	\$23,492.01
Total Salary Incentives	\$54,814.69
Annual Salary	\$211,428.08
Hourly Rate	\$101.65
Biweekly Rate	\$8,131.85
Monthly Rate	\$17,619.01
Benefits:	
Maximum Benefit Package - Medical, Dental, Vision, Life, AD & D	\$13,397.04
PERs Pick-Up 7% - Employee Contribution portion only	\$14,799.97
Total Maximum Benefits:	\$28,197.01
Other Pay:	
License Renewal Reimbursement (actual to be paid - approximate)	\$1,000.00
Tuition Reimbursement	\$1,000.00
Disability Insurance Premium Reimbursement	\$1,850.00
Tail Insurance estimate	\$6,000.00
Retention Bonus 2.5% (@6 mos) (non-P/ers reportable)	\$5,285.70
Retention Bonus 2.5% (@6 mos) (non-P/ers reportable)	\$5,285.70
Total Reimbursements (approximate)	\$9,850.00
Subtotal if Salary, Benefits & Other Pay (approximate)	
<i>Total Compensation to Employee</i>	\$249,475.09
<i>(Hourly Rate)</i>	\$119.94
Mandated Payroll costs - Subject to change by Regulatory Agency:	
PERs Employer Contribution 07 - 08 - 14.19%	\$29,640.10
UI .02 per \$100 of Salary	\$42.29
WC 1.36% per \$100/salary	\$2,875.42
Social Security 6.2%	\$13,108.54
Medicare @ 1.45%	\$3,065.71
Total Benefits/Payroll Costs	\$48,732.06
Malpractice Insurance (paid by County)	
Leave Days (included as part of paid time above)	
Education 5 Days	
Vacation 20 Days	
Sick Leave 12 Days per Year	
Holidays 13 Days per Year (includes Martin Luther King Day)	
Total Compensation Package	\$298,207.14
(Overall Hourly estimate)	\$143.37

This is not an Official Contractual Offer. County CEO and BOS has to approve of all contract provisions.

