

PLACER COUNTY
SHERIFF
CORONER-MARSHAL

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EDWARD N. BONNER
SHERIFF-CORONER-MARSHAL

STEPHEN L. D'ARCY
PLACER SHERIFF

To: Honorable Board of Supervisors
Date: June 28, 2007
From: Edward N. Bonner, Sheriff-Coroner-Marshal
**Subject: Placer County Sheriff-Coroner-Marshal and Nevada County Sheriff
Amendment for Pathology and Morgue Services Contract**

ACTION REQUESTED

It is recommended that your Board approve the contract between the Placer County Sheriff-Coroner-Marshal (PCSO) and the Nevada County Sheriff's Office (NCSO) to provide pathology and morgue services to Nevada County. The contract term will be from July 1, 2007 through June 30, 2009 for \$80,000 per year for a total contract amount of \$160,000.

BACKGROUND

Placer County updated the services provided to Nevada County for pathology and morgues in February, 2003. Placer County began employing Dr. Henrikson as a contract employee to perform coroner's services in addition to having supporting contracts for Pathology and Diener (morgue assistant) services. Prior to that, Placer County and Nevada County contracted for those services with Sacramento County or Forensic Medical Group (FMG) which resulted in a higher cost per case and higher annual costs. Nevada County only contracted with Placer County for the use of the morgue facility. Since then, Placer County has employed Dr. Henrikson to perform forensic pathology services. To maximize the efficiency of these operations and to offset the cost of these services in part, Placer County has expanded the services to Nevada County to include the pathology and diener support. This allows the ability to maximize the use of Dr. Henrikson's time while offsetting just under one third of his contract costs with Nevada County. Nevada County pays \$80,000 annually for these services with the understanding that services to Placer County take precedence over those of other jurisdictions. An evaluation is done annually to assure the costs to provide these services do not exceed the revenue received from Nevada County for the services rendered. Provisions are included in the contract to increase the amount should that occur.

This provides a win-win situation for these difficult to obtain services. Placer County has dependable services for their coroner workload while being able to reduce overall costs by sharing those services with Nevada County. In comparison, Sacramento County and FMG contract to others for these services at a rate exceeding \$1,200 per case for full autopsies. We contract with FMG to provide services when Dr. Henrikson is unavailable or the workload exceeds his ability to perform the number of autopsies as may be required. We are currently averaging over 300 cases annually while Nevada County is averaging just over 100. Reasonable adjustments are provided within the contract should Nevada County exceed 110 cases and the actual cost of the services exceed the \$80,000 currently allocated.

FISCAL IMPACT

The terms and conditions of the contract have updated. The contract has been modified to a standard two-year contract rather than an ongoing contract unless cancelled. The contract revenue is included in the budget submitted to your Board for FY 2007/2008 in the amount of \$80,000.

1 CONTRACT NO. _____

BEGINS: July 1, 2007
ENDS: June 30, 2009

4 ADMINISTERING AGENCY: Sheriff-Coroner-Marshal

6 **TITLE: AGREEMENT FOR PROFESSIONAL NEVADA COUNTY**
7 **SERVICES TO PERFORM PATHOLOGY SERVICES**

9 THIS AGREEMENT, MADE AND ENTERED INTO this 1st day of July, 2007, by and between
10 the COUNTY OF PLACER, hereinafter referred to as "PLACER COUNTY" and COUNTY OF
11 NEVADA hereinafter referred to as "NEVADA COUNTY".

13 WITNESSETH

15 WHEREAS, the Coroner for the NEVADA COUNTY is desirous of having PLACER
16 COUNTY provide complete pathology services as required by the State law; and

18 WHEREAS, PLACER COUNTY has a duly licensed physician that is qualified as a
19 pathologist, fully capable and willing to perform coroner services for NEVADA COUNTY;

21 NOW, THEREFORE, IN VIEW OF THE MUTUAL PROMISES AND
22 CONSIDERATIONS CONTAINED HEREIN, IT IS AGREED BY AND BETWEEN THE
23 PARTIES hereto as follows:

25 1. PLACER COUNTY shall:

- 27 [a] Provide determination of medical cause of death in all cases, both forensic and
28 general, including, but not limited to autopsies, gross and microscopic
29 examination of tissues, microbiological examination, review of medical reports
30 and other such services as are appropriate to determine the cause of death.
31 PLACER COUNTY will submit a written report of findings to NEVADA
32 COUNTY not later than thirty (30) working days following performance of the
33 autopsy and/or related services such as toxicology or neuropathology. Medical
34 transcription services shall be the responsibility of the NEVADA COUNTY.
- 36 [b] Furnish to NEVADA COUNTY the physical facilities necessary to perform gross
37 autopsies, including autopsy equipment and supplies (knives, saws, scalpels,
38 scalpel blades, forceps, scissors, hemostats, rib shears, syringes, syringe needles,
39 probes, wet tissue containers, swabs, filter paper, scales, measuring tapes,
40 formalin, tissue block cassettes, saline, Multistix, scrub suits, plastic aprons, shoe
41 covers, gloves, masks, hair covers, protective eye gear and any miscellaneous
42 items as required). Morgue services are included in the base rate of this contract.
- 44 [c] Provide licensed physicians to perform all required autopsies at least one per day,
45 five days per week, Monday through Friday, unless no autopsies are required by
46 NEVADA COUNTY. The time to be mutually agreed upon by the NEVADA
47 COUNTY and the PLACER COUNTY.

- 48 [d] Furnish a trained autopsy assistant to provide service on all autopsies and to be
49 available for the entire autopsy. Provide custodial management and maintenance
50 of the morgue facility and ancillary equipment. Diener services are included in
51 the base rate of this contract.
52
- 53 [e] Agrees that physician will testify at all civil and criminal proceedings when
54 requested to do so by NEVADA COUNTY as to any matter relating to autopsy
55 findings.
56
- 57 [f] NEVADA COUNTY shall identify the time at which PLACER COUNTY shall
58 appear in court for such testimony as is described in [d] above. PLACER
59 COUNTY shall be reimbursed at an hourly rate of \$180 per hour. This same fee
60 also applies to any conferences, liaison, pretrial conferences, criminal depositions,
61 and exhumations requested by NEVADA COUNTY. This charge is not included
62 in the base charge for this contract.
63
- 64 [g] All costs of disinterments shall be paid by NEVADA COUNTY unless upon
65 disinterment of the body, it is discovered that PLACER COUNTY'S diagnosis of
66 the cause of death was incorrect. In such a case, the cost of disinterment shall be
67 paid by PLACER COUNTY.
68
- 69 [h] Furnish x-ray examinations in all homicides and SIDS cases. Furnish x-ray
70 examinations in those cases of gunshot wounds and charred remains, as required.
71 PLACER COUNTY shall perform basic interpretation of such x-ray
72 examinations. X-ray services are included in the base rate of this contract.
73
- 74 [i] Provide specialized services when needed. Any specialized services other than
75 services noted above will be charged at the actual costs of those services and are
76 not included in the base rate of this contract. NEVADA COUNTY will pay
77 PLACER COUNTY on a monthly basis for these services.
78

79 2. NEVADA COUNTY shall:
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- 81 [a] Through the NEVADA COUNTY Coroner have sole discretion and jurisdictional
82 control as to which cases, pursuant to Section 27491 and Section 27520 of the
83 California Government Code, shall be autopsied under this contract.
84
- 85 [b] Provide direction to PLACER COUNTY as to work to be performed recognizing
86 that PLACER COUNTY shall use its independent medical judgement in
87 determining how to perform the autopsies.
88
- 89 [c] Provide all histology services through a histology laboratory. Provide any
90 specialized chemical, microbiological, immunological and hematological tests
91 that are required.
92
- 93 [d] Have sole discretion through the NEVADA COUNTY coroner in granting
94 permission to be present at any postmortem examination as provided in Section
95 27495.4 of the Government Code.

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[e] Provide specialized services to the autopsy staff when needed including, but not limited to, providing criminalistics, clinical microbiology, forensic radiology, forensic odontology, forensic neuropathology, entomology, anthropology and anesthesiology.

[f] In the event local, state or federal laws change requiring supplemental information or studies, PLACER COUNTY will assist NEVADA COUNTY in complying therewith.

3. In performing services under this Agreement PLACER COUNTY is considered an independent consultant and not employees of the NEVADA COUNTY. All physicians and other personnel provided by PLACER COUNTY and under employment of the PLACER COUNTY acting within the scope and authority of this contract will be considered employees of PLACER COUNTY and not of the NEVADA COUNTY. PLACER COUNTY shall be responsible for providing all payments and fringe benefits to or on account of said employees, and shall be responsible for all acts or omissions of these employees specifically employed by PLACER COUNTY pursuant to this paragraph.

4. Under this Agreement, PLACER COUNTY is performing services for the NEVADA COUNTY SHERIFF-CORONER and not the various entities with which the NEVADA COUNTY SHERIFF-CORONER deals. As such, all records and materials generated through this relationship are the property of the NEVADA COUNTY SHERIFF-CORONER and will be held in the care and custody of the NEVADA COUNTY SHERIFF-CORONER.

5. In any case where PLAVCER COUNTY performs services for the NEVADA COUNTY coroner pursuant to Government Code Section 27520, NEVADA COUNTY acknowledges it shall be NEVADA COUNTY coroner's responsibility to collect all costs from requesting party.

6. The term of the Agreement shall commence on July 1, 2007 and continue through June 30, 2009.

7. In the event of unforeseen circumstances affecting the obligations of both parties, or PLACER COUNTY'S ability to perform, each party to this Agreement may terminate all obligations and duties agreed to herein by providing to the other party not less than ninety (90) days advanced written notice of termination.

8. Hold Harmless

NEVADA COUNTY hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal

143 injuries, death, or damages to property (including employees or property of the
144 COUNTY) and without limitation by enumeration, all other claims or demands of every
145 character occurring or in any way incident to, in connection with or arising directly or
146 indirectly out of, the contract or agreement. NEVADA COUNTY agrees to investigate,
147 handle, respond to, provide defense for, and defend any such claims, demand, or suit at
148 the sole expense of the NEVADA COUNTY. NEVADA COUNTY also agrees to bear
149 all other costs and expenses related thereto, even if the claim or claims alleged are
150 groundless, false, or fraudulent. This provision is not intended to create any cause of
151 action in favor of any third party against NEVADA COUNTY or PLACER COUNTY or
152 to enlarge in any way the NEVADA COUNTY'S liability but is intended solely to provide
153 for indemnification of PLACER COUNTY from liability for damages or injuries to third
154 persons or property arising from NEVADA COUNTY'S performance pursuant to this
155 contract or agreement.

156
157 PLACER COUNTY hereby agrees to protect, defend, indemnify, and hold NEVADA
158 COUNTY free and harmless from any and all losses, claims, liens, demands, and causes
159 of action of every kind and character including, but not limited to, the amounts of
160 judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by
161 NEVADA COUNTY arising in favor of any party, including claims, liens, debts,
162 personal injuries, death, or damages to property (including employees or property of the
163 NEVADA COUNTY) and without limitation by enumeration, all other claims or demands
164 of every character occurring or in any way incident to, in connection with or arising
165 directly or indirectly out of, the contract or agreement. PLACER COUNTY agrees to
166 investigate, handle, respond to, provide defense for, and defend any such claims, demand,
167 or suit at the sole expense of the PLACER COUNTY. PLACER COUNTY also agrees
168 to bear all other costs and expenses related thereto, even if the claim or claims alleged are
169 groundless, false, or fraudulent. This provision is not intended to create any cause of
170 action in favor of any third party against PLACER COUNTY or the NEVADA COUNTY
171 or to enlarge in any way PLACER COUNTY'S liability but is intended solely to provide
172 for indemnification of NEVADA COUNTY from liability for damages or injuries to third
173 persons or property arising from PLACER COUNTY'S performance pursuant to this
174 contract or agreement.

175
176 As used above, the term PLACER COUNTY means Placer County or its officers, agents,
177 employees, and volunteers. As above, NEVADA COUNTY means Nevada County or its
178 officers, agents, employees, and volunteers.

- 179
180 9. This contract may be renewed for two one-year options, after the expiration date under
181 the same terms and conditions, except with regard to cost adjustments. Any supporting
182 documentation relating to specific year-to-year increases in medical costs will be
183 recognized as part of the negotiations process with the NEVADA COUNTY. Reasonable
184 increases will be supported dependent on the presentation of sound data/justification. It
185 is the intent that NEVADA COUNTY will bear the cost associated with the services
186 provided to them under this contract.
187

188 10. During the term of this Agreement, PLACER COUNTY shall maintain malpractice
189 insurance covering all activities of the NEVADA COUNTY'S in the amount of
190 \$1,000,000 per occurrence and \$3,000,000 per calendar year.

191
192 11. For services rendered under this contract, NEVADA COUNTY shall pay PLACER
193 COUNTY as follows: \$80,000 for up to 110 cases. Chart reviews and external
194 examinations are not included in this case count. Cases above 110 will be charged at a
195 rate of \$1,250 per case. NEVADA COUNTY will pay the actual costs of forensic
196 toxicology and clinical chemistry incurred or other specialized services requested.

197
198 14. In the event of a major disaster involving mass deaths, additional compensation will be
199 negotiated. In accordance with the PLACER COUNTY Sheriff's General Orders, a
200 major disaster is defined as five or more deaths relating to one incident.

201
202 15. Insurance
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204 PLACER COUNTY shall provide Worker's Compensation Insurance as required by any
205 applicable law or regulation. General liability and Employer's liability insurance shall be
206 provided by PLACER COUNTY. PLACER COUNTY is a self-insured government
207 agency.

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209 PLACER COUNTY shall require all SUBCONTRACTORS to maintain adequate
210 Workers' Compensation and General Liability insurance. Certificates of Workers'
211 Compensation shall be filed forthwith with the County upon demand.

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213 16. Nondiscrimination
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215 The PLACER COUNTY will not discriminate against employees or applicants for
216 employment because of sex, race, color, ancestry, religious creed, national origin, disability
217 (including HIV and AIDS), medical condition (Cancer or genetic characteristic), Age (over
218 40), marital status, denial of Family and Medical Care Leave and use of Pregnancy
219 Disability Leave in regard to any position for which the employee or applicant for
220 employment is qualified. PLACER COUNTY agrees to take affirmative action to
221 employee, advance in employment and otherwise treat qualified disabled individuals
222 without discrimination based upon the aforementioned discrimination bases in all
223 employment practices such as the following: employment, upgrading, demotion or transfer,
224 recruitment, advertising, layoff or termination, rates of pay or other forms of compensation
225 and selection for training, including apprenticeship.

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227 17. Jurisdiction/Venue
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229 Parties agree that in the event any legal action is brought in regard to interpretation or
230 enforcement of this agreement, the jurisdiction of such action shall be in the County of
231 Placer, State of California, and Superior Court of Placer County.

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233 18. Notices

234 Notices shall be in writing and deemed given when personally delivered or when deposited
235 in the United States mail, first class postage, prepaid, return receipt requested, addressed
236 to the person to whom notice is given at the addresses set forth below or at any other
237 address designated by notice by a party:

| | | |
|-----|------------------|------------------------|
| 238 | PLACER COUNTY | NEVADA COUNTY |
| 239 | P.O. BOX 6990 | Attn: Cathy Valcechini |
| 240 | AUBURN, CA 95604 | 950 Maidu Ave. |
| 241 | | Nevada City, CA. 95959 |

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243
244 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day, month
245 and year first above written.

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248 COUNTY OF PLACER

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252 By: _____ Date: _____
253 Chairman, Board of Supervisors

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256 ATTEST:

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260 By: _____ Date: _____
261 Clerk of the Board

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263 COUNTY OF NEVADA

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267 By: _____ Date: _____
268 Chairman, Board of Supervisors

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270 ATTEST:

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273 By: _____ Date: _____

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275 APPROVED AS TO FORM:
276 COUNTY COUNSEL

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278
279 By:  _____
280 Placer County Counsel

By: _____
Nevada County Counsel