

PLACER COUNTY
SHERIFF
CORONER-MARSHAL

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EST. 1851

EDWARD N. BONNER
SHERIFF-CORONER-MARSHAL

DEVON BELL
UNDERSHERIFF

To: Board of Supervisors
From: Edward N. Bonner, Sheriff-Coroner-Marshal
Date: June 22, 2010 *MAB*
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-Marshal and Dr. Donald Henrikson for forensic pathology services. The contract is for the period July 1, 2010 through June 30, 2011 in the total annual amount for salary, benefits, and reimbursement of \$290,797. Mandated payroll costs total \$58,673 for a total cost to the County of \$349,470. This contract is included in the FY 2010/11 budget. There is no additional impact to the General Fund.

BACKGROUND

In September of 2002 your Board approved the employee contract for Dr. Henrikson for pathology services to Placer County Sheriff's Office. The contract is renewed on an annual basis to update and evaluate the terms of the agreement. The current contract expires on June 30, 2010. This contract is being presented to your Board for review and approval.

This employee contract continues to be in the best interest of our Coroner operations and the County. Without this agreement in place, the cost of these services would be much higher and possibly with limited control by our agency. This contract allows us the additional 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. Currently FMG, our backfill forensic pathology service provider, charges \$950 for an external autopsy and \$1,700 for an internal autopsy. In 2009 we requested 280 autopsies be performed, based on these rates the costs would range from \$266,000 to \$476,000 depending on the type of autopsy requested.

Placer County continues to contract with Nevada County and Sierra County to provide forensic pathology and morgue 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 \$100,000 from Nevada County and an additional actual rate per autopsy from Sierra County. In 2009 we received \$5,800 from Sierra County for these services. This revenue covers the cost of services provided to these agencies.

FISCAL IMPACT

There is no additional impact to the General Fund. This position is currently approved and allocated. The cost for the employee contract is currently included in the proposed budget submitted to your Board in the amount of \$363,635 which is more than the revised contract cost of \$349,470. The contract with Nevada County is contracted for an amount not to exceed \$100,000. Sierra County is estimated at \$5,000 per year. The net cost of the contract is approximately \$244,470.

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, 2010 through June 30, 2011 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. The Placer County Sheriff shall be the Appointing Authority for Employee.
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 estimated annual salary of **\$238,927** paid in twenty-six 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. The Salary will be paid at Range U20, Step 5 at the beginning rate of **\$85.09** per hour. Subject to any salary changes during the term of this contract affecting Unclassified County employees that will also be applied to Employee.

County makes no representation of the extent to which the salary stated in this Agreement is considered by Cal PERS to be reportable compensation for purposes of a retirement calculation.
 - B. **Benefits.**
In addition to salary, Employee shall receive the benefits outlined below. Subject to any benefit changes during the term of this contract (i.e. vacation, sick leave, PERS retirement contributions, etc) affecting Unclassified County employees that will also be applied to Employee.

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 **\$15,349**.
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, Long Term Care 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 estimated at **\$36,214**.
5. Sick Leave:
Employee shall receive sick leave benefit hours in the same manner as other County employees.
6. Long Term Disability: Employee shall be eligible and receive long term disability 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 of **\$5,973**, and an additional 2.5% bonus of **\$5,973** 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 designee. Retention Bonus is excluded by CalPERS as reportable compensation and is not included as compensation for the calculation of the retirement warrant. Each retention bonus shall not exceed \$5,973.

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.

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 approve carryover of any 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 \$5,000 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 2010. This Agreement may be terminated by action of the Appointing Authority 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**

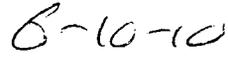
- A. The Sheriff-Coroner-Marshal or his or her designee, in consultation with Employee, shall establish such other terms and conditions of employment, as he or she may determine from time to time, relating to the work of Employee, provided such terms and conditions are not inconsistent or in conflict 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 effective the 1st day of July 2010.

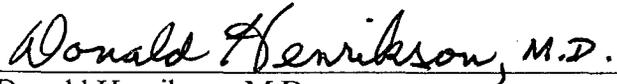
Chairman, Placer County Board of Supervisors

_____	_____
Kirk Uhler	Date
Chair	

**Placer County
Sheriff-Coroner-Marshal**

	
_____	_____
Edward N. Bonner	Date
Sheriff-Coroner-Marshal	

Employee

	
_____	_____
Donald Henrikson, M.D.	Date

Reviewed

_____	_____
Nancy Nittler	Date
Director of Personnel	

Approved as to Form:

_____	_____
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.

When deemed necessary, be present and provide medical recommendations for potential organ donations. Includes but is not limited to requesting a biopsy or denying removal of organs.

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.