

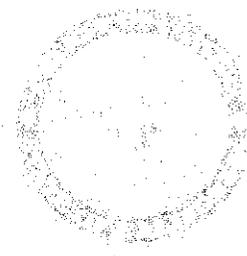
PLACER COUNTY
SHERIFF
CORONER-MARSHAL



EST. 1851

MAIN OFFICE
2929 RICHARDSON DR.
AUBURN, CA 95603
PH: (530) 889-7800 FAX: (530) 889-7899

TAHOE SUBSTATION
DRAWER 1710
TAHOE CITY, CA 96145
PH: (530) 581-6300 FAX: (530) 681-6377



EDWARD N. BONNER
SHERIFF-CORONER-MARSHAL

DEVON BELL
UNDERSHERIFF

To: The Honorable Board of Supervisors
From: Edward N. Bonner, Sheriff-Coroner-Marshal
Date: May 22, 2012
Subject: Placer County Sheriff-Coroner-Marshal and Sierra County Sheriff Contract for Pathology and Morgue Services

Action Requested

Approve the contract between the Placer County Sheriff's Office and the Sierra County Sheriff's Office (SCSO) for pathology and morgue services; authorize the Chair to sign and the Sheriff to execute the contract. The contract term will be from July 1, 2012 through June 30, 2014. Rates are based on individual cases and range from \$300 to \$1,200 per review or autopsy.

Background

Placer County has provided pathology and morgue services to Sierra County for several years. Sierra County uses these services very seldom. The revenue to Placer County is minimal. However, it is critical to Sierra County to have an agreement in place should they need it. Placer County has Dr. Henrikson as a contract employee to perform Coroner's services in addition to having supporting contracts for Pathology and Diener (morgue assistant) services. Sierra County has very little activity; it is not cost effective for them to contract out on their own. The number of cases varies but has averaged two to three cases annually for the last few years. Based on the average number of cases noted above, we estimate approximately \$3,000 annually in reimbursement from Sierra County. It is understood that services to Placer County take precedence over those of other jurisdictions. Sierra County will be billed according to their actual usage of these services according to the price list included in the agreement.

Fiscal Impact

Based on the activity level of Sierra County in the past we estimate approximately \$3,000 annually for these services. The contract revenue is included in the FY 2012-2013 Sheriff's Office Requested Budget. There is no impact to the General Fund.

COPY

CONTRACT NO. _____

BEGINS: July 1, 2012

ENDS: June 30, 2014

ADMINISTERING AGENCY: Sheriff-Coroner-Marshal

TITLE: AGREEMENT FOR PROFESSIONAL SIERRA COUNTY SERVICES TO PERFORM PATHOLOGY SERVICES

THIS AGREEMENT, MADE AND ENTERED INTO this 1st day of July 1, 2012, by and between the COUNTY OF PLACER, hereinafter referred to as "PLACER COUNTY" and COUNTY OF SIERRA hereinafter referred to as "SIERRA COUNTY".

WITNESSETH

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

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

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

1. PLACER COUNTY shall:
 - [a] Provide determination of medical cause of death in all cases, both forensic and general, including, but not limited to autopsies, gross and microscopic examination of tissues, microbiological examination, review of medical reports and other such services as are appropriate to determine the cause of death. PLACER COUNTY will submit a written report of findings to SIERRA COUNTY not later than thirty (30) working days following performance of the autopsy and/or related services such as toxicology or neuropathology according to the attached price list, and the provisions of this agreement. Medical transcription services shall be the responsibility of the SIERRA COUNTY.
 - [b] Furnish to SIERRA COUNTY the physical facilities necessary to perform gross autopsies, including autopsy equipment and supplies (knives, saws, scalpels, scalpel blades, forceps, scissors, hemostats, rib shears, syringes, syringe needles, probes, wet tissue containers, swabs, filter paper, scales, measuring tapes, formalin, tissue block cassettes, saline, Multistix, scrub suits, plastic aprons, shoe covers, gloves, masks, hair covers, protective eye gear and any miscellaneous items as required). Morgue services are included in the base rate of this contract.
 - [c] Provide licensed physicians to perform all required autopsies at least one per day, five days per week, Monday through Friday, unless no autopsies are required by SIERRA COUNTY. The time to be mutually agreed upon by the SIERRA COUNTY and the PLACER COUNTY.
 - [d] Furnish a trained autopsy assistant to provide service on all autopsies and to be available for the entire autopsy. Provide custodial management and maintenance of the morgue facility and ancillary equipment. Diener services are included in the base rate of this contract.
 - [e] Agrees that physician will testify at all civil and criminal proceedings when requested to do so by SIERRA COUNTY as to any matter relating to autopsy findings. PLACER COUNTY shall be reimbursed at an hourly rate of \$180 per hour. This same fee also

applies to any conferences, liaison, pretrial conferences, criminal depositions, and exhumations requested by SIERRA COUNTY. This charge is not included in the base charge for this contract as shown on the attached price list.

- [f] All costs of disinterments shall be paid by SIERRA COUNTY unless upon disinterment of the body, it is discovered that PLACER COUNTY'S diagnosis of the cause of death was incorrect. In such a case, the cost of disinterment shall be paid by PLACER COUNTY.
- [g] Furnish in-house x-ray examinations in all homicides and SIDS cases. Furnish in-house x-ray examinations in those cases of gunshot wounds and charred remains, as required. PLACER COUNTY shall perform basic interpretation of such x-ray examinations. In-house x-ray services are included in the base rate of this contract. SIERRA COUNTY is responsible for the cost of external x-rays.
- [h] Provide specialized services when needed. Any specialized services other than services noted above will be charged at the actual costs of those services and are not included in the base rate of this contract. SIERRA COUNTY will pay PLACER COUNTY on a monthly basis for these services.

2. SIERRA COUNTY shall:

- [a] Through the SIERRA COUNTY Coroner have sole discretion and jurisdictional control as to which cases, pursuant to Section 27491 and Section 27520 of the California Government Code, shall be autopsied under this contract.
- [b] Provide direction to PLACER COUNTY as to work to be performed recognizing that PLACER COUNTY shall use its independent medical judgement in determining how to perform the autopsies.
- [c] Provide all histology services through a histology laboratory. Provide any specialized chemical, microbiological, immunological and hematological tests that are required.
- [d] Have sole discretion through the SIERRA COUNTY coroner in granting permission to be present at any postmortem examination as provided in Section 27495.4 of the Government Code.
- [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 SIERRA COUNTY in complying therewith.
- [g] Provide reasonable notice of the times that PLACER COUNTY shall appear in court for such testimony as is described in 1[e] above. PLACER COUNTY shall be reimbursed at an hourly rate of \$180 per hour. This same fee also applies to any conferences, liaison, pretrial conferences, criminal depositions, and exhumations requested by SIERRA COUNTY. This charge is not included in the base charge for this contract as shown on the attached price list.

3. In performing services under this Agreement PLACER COUNTY is considered an independent consultant and not employees of the SIERRA 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 SIERRA 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 SIERRA COUNTY SHERIFF-CORONER and not the various entities with which the SIERRA COUNTY SHERIFF-CORONER deals. As such, all records and materials generated through this relationship are the property of the SIERRA COUNTY SHERIFF-CORONER and will be held in the care and custody of the SIERRA COUNTY SHERIFF-CORONER.
5. In any case where PLACER COUNTY performs services for the SIERRA COUNTY coroner pursuant to Government Code Section 27520, SIERRA COUNTY acknowledges it shall be SIERRA COUNTY coroner's responsibility to collect all costs from requesting party.
6. The term of the Agreement shall commence on June 1, 2012 and continue through June 30, 2014.
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. Indemnity

PLACER COUNTY agrees to indemnify and hold harmless SIERRA COUNTY and SIERRA COUNTY'S employees or agents from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of PLACER COUNTY, its employees or agents.

SIERRA COUNTY agrees to indemnify and hold harmless PLACER COUNTY, its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of SIERRA COUNTY'S, its employees or agents. This indemnification shall extend to claims, losses, damages, injury, and liability for injuries occurring after completion of PLACER COUNTY'S services, as well as during the progress of rendering such services.

9. It is agreed that SIERRA COUNTY and PLACER COUNTY shall each maintain at all times during the performance of this Agreement insurance coverage or self insurance in the amounts of not less than One Million Dollars (\$1,000,000) to cover all of its operations. Specifically, but not limited to not less than One Million Dollars (\$1,000,000) general liability, One Million Dollars (\$1,000,000) automobile Liability, One Million Dollars (\$1,000,000) workers' compensation, and One Million Dollars (\$1,000,000) medical malpractice.
10. For services rendered under this contract, SIERRA COUNTY shall pay PLACER COUNTY as per the attached price list. The actual costs of forensic toxicology and clinical chemistry incurred or other specialized services requested shall be billed separately.
11. In the event of a major disaster involving mass deaths, additional compensation will be negotiated. A major disaster is defined as five or more deaths relating to one incident.

12. Nondiscrimination

The PLACER COUNTY will not discriminate against employees or applicants for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and

AIDS), medical condition (Cancer or genetic characteristic), Age (over 40), marital status, denial of Family and Medical Care Leave and use of Pregnancy Disability Leave in regard to any position for which the employee or applicant for employment is qualified. PLACER COUNTY agrees to take affirmative action to employee, advance in employment and otherwise treat qualified disabled individuals without discrimination based upon the aforementioned discrimination bases in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

13. Jurisdiction/Venue

Parties agree that in the event any legal action is brought in regard to interpretation or enforcement of this agreement, the jurisdiction of such action shall be in the County of Placer, State of California, Superior Court of Placer County.

14. Notices

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

PLACER COUNTY
SHERIFF'S OFFICE
2929 RICHARDSON STE A
AUBURN, CA 95604 95959

SIERRA COUNTY
SHERIFF'S DEPT.
P.O. BOX 66
DOWNIEVILLE, CA 95936

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

COUNTY OF PLACER

By: _____
Chair, Board of Supervisors

Date: _____

APPROVED AS TO FORM:
COUNTY COUNSEL

By: _____
Placer County Counsel

Date: _____

ATTEST:

By: _____
Clerk of the Board

Date: _____

COUNTY OF SIERRA

By: _____
Chairman, Board of Supervisors

Date: _____

APPROVED AS TO FORM:
COUNTY COUNSEL

By: _____
Sierra County Counsel

Date: _____

ATTEST:

By: _____
Sierra County Clerk of the Board

Date: _____

SIERRA COUNTY PRICE LIST
PATHOLOGY SERVICES

- \$800.00 Full Autopsy:
- Covers-Complete autopsy, morgue use, x-ray (if taken at the morgue) morgue assistant and supplies to complete autopsy.
- Not Covered-toxicology, histology, neuropathology, transcription, x-rays taken at the hospital, transportation and court appearances.
- \$500.00 External Examinations:
- Covers-Complete external examination, drawing fluids for toxicology, morgue use, morgue assistant and supplies to complete the examination.
- Not Covered-toxicology, transcription, transportation and court appearances.
- \$300.00 Chart Reviews:
- Covers-Review of decedent's medical records, providing cause of death when possible.
- \$1,200.00 Full Autopsy on Infant when SIDS is suspected:
- Covers-Complete autopsy, morgue use, x-rays (if taken at the morgue), morgue assistant, supplies to complete autopsy and completing Pathologist Protocol for Sudden Infant Death, which is required by section 27491.41 of the Government Code.
- Not Covered-toxicology, histology, neuropathology, transcription, x-rays taken at the hospital, transportation and court appearances.

