

PLACER COUNTY
SHERIFF
CORONER-MARSHAL



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EST. 1851

EDWARD N. BONNER
SHERIFF-CORONER-MARSHAL

STEPHEN L. D'ARCY
UNDERSHERIFF

MSD
To: Honorable Board of Supervisors
Date: November 27, 2007
From: Edward N. Bonner, Sheriff-Coroner-Marshal
**Subject: Placer County Sheriff-Coroner-Marshal and Sierra 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 Sierra County Sheriff's Office (SCSO) to provide pathology and morgue services to Sierra County. The contract term will be from December 1, 2007 through November 30, 2009. Rates are based on the types of cases ranging from \$300 to \$1,200 per review or autopsy.

BACKGROUND

Placer County updated the services provided to Sierra County in 1999 for pathology and morgue services. 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 now 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. Prior to that, Placer County contracted for those services with Sacramento County or Forensic Medical Group (FMG). These costs were higher cost per case. Sierra County has very little activity; it was not cost effective for them to contract out on their own. We have had a contract with them for those services and agreed to pass on costs incurred to them. The number of cases may vary but has averaged from three to five cases annually.

Now that we have the employment contract with Dr. Henrikson, the contract terms with Sierra County need to be updated. This will allow us and Sierra County the ability to maximize the use of Dr. Henrikson's time while recouping some of the contract costs. In some periods there may be no activity. In others there may be several. Based on the average number of cases noted above, we estimate an average up to \$5,000 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 attachment.

FISCAL IMPACT

The terms and conditions of the contract have been updated. The contract has been modified to a standard two-year contract rather than an ongoing contract. The contract revenue is minimal. Based on history, it is estimated to be about \$5,000 annually. It is based on usage and is not guaranteed.

1 CONTRACT NO. _____

BEGINS: December 1, 2007

2 ENDS: November 30, 2009

3
4 ADMINISTERING AGENCY: Sheriff-Coroner-Marshal

5
6 **TITLE: AGREEMENT FOR PROFESSIONAL SIERRA COUNTY**
7 **SERVICES TO PERFORM PATHOLOGY SERVICES**

8
9 THIS AGREEMENT, MADE AND ENTERED INTO this 1st day of December, 2007, by and
10 between the COUNTY OF PLACER, hereinafter referred to as "PLACER COUNTY" and
11 COUNTY OF SIERRA hereinafter referred to as "SIERRA COUNTY".

12
13 WITNESSETH

14
15 WHEREAS, the Coroner for the SIERRA COUNTY is desirous of having PLACER
16 COUNTY provide complete pathology services as required by the State law; and

17
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 SIERRA COUNTY;

20
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:

24
25 1. PLACER COUNTY shall:

- 26
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 SIERRA
32 COUNTY not later than thirty (30) working days following performance of the
33 autopsy and/or related services such as toxicology or neuropathology according to
34 the attached price list, and the provisions of this agreement. Medical transcription
35 services shall be the responsibility of the SIERRA COUNTY.
36
37 [b] Furnish to SIERRA COUNTY the physical facilities necessary to perform gross
38 autopsies, including autopsy equipment and supplies (knives, saws, scalpels,
39 scalpel blades, forceps, scissors, hemostats, rib shears, syringes, syringe needles,
40 probes, wet tissue containers, swabs, filter paper, scales, measuring tapes,
41 formalin, tissue block cassettes, saline, Multistix, scrub suits, plastic aprons, shoe
42 covers, gloves, masks, hair covers, protective eye gear and any miscellaneous
43 items as required). Morgue services are included in the base rate of this contract.
44
45 [c] Provide licensed physicians to perform all required autopsies at least one per day,
46 five days per week, Monday through Friday, unless no autopsies are required by
47 SIERRA COUNTY. The time to be mutually agreed upon by the SIERRA
48 COUNTY and the PLACER COUNTY.

- 49 [d] Furnish a trained autopsy assistant to provide service on all autopsies and to be
50 available for the entire autopsy. Provide custodial management and maintenance
51 of the morgue facility and ancillary equipment. Diener services are included in
52 the base rate of this contract.
53
- 54 [e] Agrees that physician will testify at all civil and criminal proceedings when
55 requested to do so by SIERRA COUNTY as to any matter relating to autopsy
56 findings.
57
- 58 [f] SIERRA COUNTY shall identify the time at which PLACER COUNTY shall
59 appear in court for such testimony as is described in [d] above. PLACER
60 COUNTY shall be reimbursed at an hourly rate of \$180 per hour. This same fee
61 also applies to any conferences, liaison, pretrial conferences, criminal depositions,
62 and exhumations requested by SIERRA COUNTY. This charge is not included in
63 the base charge for this contract as shown on the attached price list.
64
- 65 [g] All costs of disinterments shall be paid by SIERRA COUNTY unless upon
66 disinterment of the body, it is discovered that PLACER COUNTY'S diagnosis of
67 the cause of death was incorrect. In such a case, the cost of disinterment shall be
68 paid by PLACER COUNTY.
69
- 70 [h] Furnish x-ray examinations in all homicides and SIDS cases. Furnish x-ray
71 examinations in those cases of gunshot wounds and charred remains, as required.
72 PLACER COUNTY shall perform basic interpretation of such x-ray
73 examinations. X-ray services are included in the base rate of this contract.
74
- 75 [i] Provide specialized services when needed. Any specialized services other than
76 services noted above will be charged at the actual costs of those services and are
77 not included in the base rate of this contract. SIERRA COUNTY will pay
78 PLACER COUNTY on a monthly basis for these services.
79

80 2. SIERRA COUNTY shall:

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

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 December 1, 2007 and continue through November 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

SIERRA 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 injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring

145 or in any way incident to, in connection with or arising directly or indirectly out of, the
146 contract or agreement. SIERRA COUNTY agrees to investigate, handle, respond to,
147 provide defense for, and defend any such claims, demand, or suit at the sole expense of the
148 SIERRA COUNTY. SIERRA COUNTY also agrees to bear all other costs and expenses
149 related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This
150 provision is not intended to create any cause of action in favor of any third party against
151 SIERRA COUNTY or PLACER COUNTY or to enlarge in any way the SIERRA
152 COUNTY'S liability but is intended solely to provide for indemnification of PLACER
153 COUNTY from liability for damages or injuries to third persons or property arising from
154 SIERRA COUNTY'S performance pursuant to this contract or agreement.
155

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

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

- 178 9. During the term of this Agreement, PLACER COUNTY shall maintain malpractice
179 insurance covering the activities of PLACER COUNTY'S contract employee in the
180 amount of \$1,000,000 per occurrence and \$3,000,000 per calendar year.
181
- 182 10. For services rendered under this contract, SIERRA COUNTY shall pay PLACER
183 COUNTY as per the attached price list. The actual costs of forensic toxicology and
184 clinical chemistry incurred or other specialized services requested shall be billed
185 separately.
186
- 187 11. In the event of a major disaster involving mass deaths, additional compensation will be
188 negotiated. In accordance with the PLACER COUNTY Sheriff's General Orders, a
189 major disaster is defined as five or more deaths relating to one incident.
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193 12. Insurance

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195 PLACER COUNTY shall provide Worker's Compensation Insurance as required by any
196 applicable law or regulation. General liability and Employer's liability insurance shall be
197 provided by PLACER COUNTY. PLACER COUNTY is a self-insured government
198 agency.

199
200 PLACER COUNTY shall require all SUBCONTRACTORS to maintain adequate Workers'
201 Compensation and General Liability insurance. Certificates of Workers' Compensation
202 shall be filed forthwith with the County upon demand.

203
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205 applicable law or regulation. General liability and Employer's liability insurance shall be
206 provided by SIERRA COUNTY. SIERRA COUNTY is a self-insured government agency.

207
208 SIERRA COUNTY shall require all SUBCONTRACTORS to maintain adequate Workers'
209 Compensation and General Liability insurance. Certificates of Workers' Compensation
210 shall be filed forthwith with the County upon demand.

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212 13. Nondiscrimination

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

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226 14. Jurisdiction/Venue

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

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232 15. Notices

233
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 to
236 the person to whom notice is given at the addresses set forth below or at any other address
237 designated by notice by a party.

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PLACER COUNTY
SHERIFF'S DEPT.
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: _____
Chairman, Board of Supervisors

Date: _____

ATTEST:

By: _____
Clerk of the Board

Date: _____

COUNTY OF SIERRA

By: _____
Chairman, Board of Supervisors

Date: _____

ATTEST:

By: _____

Date: _____

APPROVED AS TO FORM:
COUNTY COUNSEL

By: _____
Placer County Counsel

By: _____
SIERRA COUNTY Counsel

**PRICE LIST FOR
SIERRA COUNTY**

- \$800.00** **Full Autopsy:**
- Covers - Complete autopsy, morgue use, X-ray (if taken at the morgue) morgue assistant, supplies to complete autopsy.
- Not Covered – toxicology, histology, neuropathology, transcription, X-rays taken at the hospital, transportation, court appearances.
-
- \$500.00** **External Examinations:**
- Covers – Complete external examination, drawing fluids for toxicology, morgue use, morgue assistant, supplies to complete examination.
- Not Covered – toxicology, transcription, transportation, court appearances.
-
- \$300.00** **Chart Reviews:**
- Covers – Review of decedents medical records, providing cause of death when possible.
-
- \$1,200.00** **Full Autopsy on Infant where SIDS is suspected.**
- Covers – Complete autopsy, morgue use, X-rays (if taken at the Morgue), morgue assistant, supplies to autopsy, 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, court appearances.