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PLACER COUNTY SHERIFF CORONER-MARSHAL

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EDWARD N. BONNER
SHERIFF-CORONER-MARSHAL

DEVON BELL
UNDERSHERIFF

To: The Honorable Board of Supervisors
From: Edward N. Bonner, Sheriff-Coroner-Marshal
Edward N. Bonner
Date: June 17, 2014
Subject: Contract Employee Agreement for Dr. Henrikson

Action Requested

Approve the annual contract employee agreement between Placer County and Dr. Donald Henrikson for Sheriff's Office forensic pathology services for a budgeted net county cost of \$369,135 for the period of July 1, 2014 through June 30, 2015.

Background

In September of 2002 your Board approved the initial contract with Dr. Henrikson for pathology services to the Placer County Sheriff's Office. This contract is renewed on an annual basis and reflects the general wage increase of 2% given to unclassified non-management positions. The terms and conditions remain unchanged from the prior year.

Fiscal Impact

This position is currently approved and allocated. The contract amount is \$369,135 and these funds are included in the FY 2014-15 Sheriff's Office Proposed Budget. There is no additional fiscal impact to the General Fund.

COPY

PLACER COUNTY CONTRACT EMPLOYEE AGREEMENT

Contract Number: _____

This Agreement is made between the COUNTY OF PLACER, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and Donald Henrikson MD, (hereinafter referred to as "EMPLOYEE") for the contract period of July 1, 2014 through June 30, 2015, whereby Physician services with a specialty in forensic pathology would be provided to the COUNTY upon the following terms and conditions:

1. **Appointment.**

COUNTY hereby appoints and engages EMPLOYEE as an Unclassified non-management forensic pathologist for the County of Placer Sheriff's Office, 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, or his designee.

3. **Work Schedule.**

EMPLOYEE shall devote such time as is reasonably necessary to perform assigned duties and 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 **\$243,705** paid in twenty-six payments on the COUNTY's regular payroll. The annual salary includes base salary and compensation for Board Certification base salary times 20% and Certified Forensic Pathologist Specialty base salary times 15%. 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. Any salary changes during the term of this contract affecting Unclassified non-management COUNTY employees will also be applied to EMPLOYEE.

COUNTY makes no representation of the extent to which the salary stated in this Agreement is considered by CalPERS 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 non-management

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County employees that will also be applied to EMPLOYEE, including any increases and/or changes to employee 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 Unclassified non-management County employees and their dependents. Salary paid in lieu of benefits is excluded by CalPERS as reportable compensation and is not included as compensation for the calculation of the retirement warrant.
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 own disability insurance through a provider of his choice. COUNTY shall reimburse EMPLOYEE up to **\$1,850** during the contract year for the cost of the premiums upon proof of payment. Reimbursement claims shall be submitted within sixty (60) days from the date the expense was incurred.
4. CalPERS:
EMPLOYEE will participate in the California Public Employee's Retirement System (CalPERS). COUNTY shall pick up 6% of the employee's 8% contribution of base salary. EMPLOYEE shall pay the remaining 2% contribution required under the COUNTY's 2.5% @ 55 Local Miscellaneous formula. COUNTY will be responsible for the Employer Contribution at the same rate as for other Unclassified non-management COUNTY employees.
5. Sick Leave:
Employee shall receive sick leave benefit hours in the same manner as other full-time Unclassified non-management County employees and is subject to a 750 hour sick leave cap.
6. Long Term Disability: Employee shall be eligible and receive long term disability in the same manner as other Unclassified non-management 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 Employee Agreement, the COUNTY shall reimburse EMPLOYEE for license renewal upon proof of payment in the estimated amount of **\$1,000**. Reimbursement claims shall be submitted within sixty (60) days from the date the expense was incurred.

EMPLOYEE shall maintain Physician and Forensic Board Certifications, and shall secure and maintain active local hospital privileges as a consulting physician.

D. **Other Pay.**

Retention Bonus:

EMPLOYEE shall receive a retention bonus of 2.5% of his salary received for hours paid following the successful performance of the first six (6) full months of the contract term and an additional 2.5% retention bonus at the satisfactory and successful completion of the remainder of the contract term. Determination of satisfactory and successful performance shall be in the sole discretion of the Sheriff 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 **\$6,093.**

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 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 at the end of this contract period will be cashed out by the COUNTY and paid to EMPLOYEE.

The employee shall not be granted a vacation allocation in excess of the limits as defined in the COUNTY Personnel Code Chapter 3 section 3.04.475 (B-1). In addition, Employee shall receive the same paid holidays as other COUNTY employees within the assigned office.

G. **Continuing Education.**

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 the Placer Administrative Manual – Meals,

Lodging, Travel & Transportation Policy. Reimbursement claims shall be submitted within sixty (60) days from the date the expense was incurred.

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 2014. 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. Conviction of a crime involving moral turpitude.
- F. For other good cause shown, including, but not limited to, misconduct, malfeasance or dishonesty of EMPLOYEE.
- G. Either party may terminate this Employee 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

The parties have entered into this agreement effective the 1st day of July 2014.

Placer County Sheriff

Edward N. Bonner
Sheriff

Date

Employee

Donald Henrikson, M.D.

Date

Reviewed

Nancy Nittler
Director of Personnel

Date

Approved as to Form:

County Counsel

Date

Chair, Placer County Board of Supervisors

Jack Duran

Date

**EXHIBIT A
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 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, or designee, when appropriate for a particular case. Interpret laboratory and x-ray examinations. Provide 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. Provide other services as required by the Coroners Unit of the Sheriff's Office.

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.

