

**Sierra County
Board of Supervisors'
Agenda Transmittal &
Record of Proceedings**

MEETING DATE: May 17, 2016	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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DEPARTMENT: Sheriff
APPROVING PARTY: Sheriff Tim Standley
PHONE NUMBER: 530-289-3700

AGENDA ITEM: Adoption of Resolution approving Placer County Coroner's Office Inter-Local Agreement between Sierra County and Placer County, California. This service provides pathological and other autopsy examination services for unexplained death investigations related to Coroner's Cases, examinations which would not be able to be undertaken by this office without agreement.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: See attached agreement.

FUNDING SOURCE:
GENERAL FUND IMPACT: General Fund Impact
OTHER FUND:
AMOUNT: \$1,000 per case generally N/A

ARE ADDITIONAL PERSONNEL REQUIRED?

 Yes, -- --
 No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No

IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

<p>BOARD ACTION:</p> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2016- _____ Agreement 2016- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

CLERK TO THE BOARD

DATE

BOARD OF SUPERVISORS, COUNTY OF SIERRA,
STATE OF CALIFORNIA

IN THE MATTER OF THE APPROVAL OF AGREEMENT BETWEEN THE SHERIFF-
CORONER'S OFFICE AND THE PLACER COUNTY SHERIFF-CORONER-MARSHAL'S
OFFICE FOR CONTINUED PATHOLOGICAL AND OTHER AUTOPSY EXAMINATIONS
SERVICES

RESOLUTION NO. 16-_____

BE IT RESOLVED THAT:

1. Contract No. 16-_____ captioned Inter-Local Agreement by and between the County of Sierra ("the County") and Contracting Party:

Placer County Sheriff-Coroner-Marshall's Office

dated _____ is hereby approved;

2. The responsible administrators for said Agreement are

County: Tim Standley, Sierra County Sheriff-Coroner

Contractor: Edward N. Bonner, Placer County Sheriff-Coroner-Marshall

3. The Responsible Administrator for the County designated above and/or the Chairman of the Board of Supervisors is authorized to execute the subject Agreement.

ADOPTED by the Board of Supervisors of the County of Sierra on the 17th day of May, 2016, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

COUNTY OF SIERRA

LEE ADAMS
CHAIR, BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

HEATHER L. FOSTER
CLERK OF THE BOARD

JAMES A. CURTIS
COUNTY COUNSEL

CONTRACT NO. _____

BEGINS: July 1, 2016
ENDS: June 30, 2018

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, 2016, 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 dispositions, 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 by SIERRA COUNTY. 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 authorized by the Sierra County Sheriff's Office. 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.
- [i] In the event local, state or federal laws change requiring supplemental information or studies, PLACER COUNTY will assist SIERRA COUNTY in complying therewith

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] Provide reasonable notice of the times that PLACER COUNTY shall appear in court for such testimony as in 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 dispositions, 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 July 1, 2016 and continue through June 30, 2018. This contract may be renewed for two one-year options, after the expiration date under the same terms and conditions, except with regard to cost adjustments. Any supporting documentation relating to specific year-to-year increases in medical costs will be recognized as part of the negotiations process with SIERRA COUNTY. Reasonable increases will be supported dependent on the presentation of sound data/justification. It is the intent that SIERRA COUNTY will bear the cost associated with the services provided to them under this contract.
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 process 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) auto 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.

14. 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.

15. 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

SIERRA COUNTY
SHERIFF'S OFFICE
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: _____

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 FEE SCHEDULE
PATHOLOGY SERVICES**

\$1,000.00

Full Autopsy:

Covered: Complete autopsy, morgue use, x-ray (if taken in morgue facility), morgue assistant and supplies to complete autopsy.

Not Covered: Toxicology, histology, neuropathology, transcription, x-rays taken in hospital, transportation and court appearances.

\$500.00

External Examinations:

Covered: Complete external examinations, drawing fluids for toxicology, morgue use, and morgue assistant and supplies to complete the examination.

Not Covered: Toxicology, transcription, transportation and court appearances.

\$300.00

Chart Reviews:

Covered: Review of decedent's medical records, providing cause of death when possible.

,\$1200.00

Full Autopsy on Infant When SIDS is Suspected:

Covered: Complete autopsy, morgue use, x-rays (if taken in morgue facility), 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 in hospital, transportation and court appearances.