
SHERIFF- CORONER

MARK TRACY
SHERIFF- CORONER

C O U N T Y O F S A N T A C R U Z

701 OCEAN ST, ROOM 340. SANTA CRUZ, CALIFORNIA 95060
PHONE (831) 454-2414 FAX (831) 454-2353 TDD (831) 454-2123

9/8/99

Agenda: 10/5/99

Board of Supervisors
County of Santa Cruz
701 Ocean Street
Santa Cruz, California 95060

Forensic Pathologist Contract - Coroner Unit

Dear Members of the Board:

The Sheriff's Office Coroner Unit is mandated by law to conduct autopsies and other pathological studies to determine the cause of death of individuals, occurring within the County, who are not under the immediate care of a physician at the time of death. State law requires that a State Medical Board certified forensic pathologist conduct autopsies for deaths from other than natural causes.

For several years, your Board has approved the Sheriff's Office budget request for an emergency relief pathologist to conduct autopsies in the absence of our primary pathologist, Dr. Richard Mason. The Sheriff's Office is requesting your approval of an independent contractor agreement with the Forensic Medical Group to provide this emergency relief factor for FY 99/00.

The Forensic Medical Group has an excellent record of conducting autopsies for other California Counties including, Contra Costa, Solano, Sonoma, Yolo, Lake, Humboldt and Del Norte. They have conducted autopsies here for the Sheriff's Office during the past two years on an emergency basis without a formal long term contract. The current proposed three year agreement provides for emergency back-up pathologist services conducted at our morgue facility at a cost of \$500 per autopsy. This cost compares very favorably to the \$850 per autopsy that is charged by Monterey County, at their facility, which would also require us to transport bodies a substantial distance at our expense.


Current budgeted appropriations, approved for FY 99/00 are available and adequate to fund this agreement through June 30, 2000. A

copy of the proposed independent contractor agreement is on file with the clerk of the Board.

It is therefore recommended the the Board:

1. Approve an independent contractor agreement with the Forensic Medical Group to perform autopsies and other pathological studies at the direction of the Sheriff's Office at a cost not to exceed \$8,000 for FY 99/00 and;
2. Authorize the Sheriff to sign and implement this agreement.

Very truly yours,



Sheriff Mark Tracy

MT/PC

RECOMMENDED:



SUSAN A. MAURIELLO
County Administrative Officer

/pathol2

Contract No.

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 20th day of September 1999, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Forensic Medical Group, hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following result:

As directed by the Santa Cruz County Coroner's Office, Contractor shall perform autopsies and certain pathological studies. County shall provide Contractor with at least two weeks notice before any required coverage under this contract. In addition, coverage will be for consecutive blocks of time, each no less than one week at a time. The Contractor has expressed a desire to provide their own transcription at Contractor's cost, however Contractor will have the option of using the Sheriff's Office transcription services, which would be paid by the County. County shall provide the Contractor with a trained autopsy assistant at County expense who will work under the direction of the contracted pathologist during the autopsy, primarily during the external examination. In addition, County will provide janitorial services for cleanup duties for the morgue facility at the expense of the County.

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows:

Please see exhibit #1 "Compensation".

3. **TERM.** The term of this contract shall be:

October 25, 1999 through October 24, 2002

4. **EARLY TERMINATION.** Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.

5. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Agreement. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

Indemnification (continued)

B. Contractor shall exonerate, indemnify, defend and hold harmless County from any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

C. County agrees to exonerate, indemnify, defend and hold harmless Contractor from and against any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which the Contractor may sustain for any injury to or death of persons, or damage to property as a result of, or in any manner connected with any act by the County, its officers or its employees while engaged in the performance under the terms of this agreement.

6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here

____/____.

A. Types of Insurance and Minimum Limits

(1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here _____.

(2) Automobile Liability Insurance for each of CONTRACTOR's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTOR'S employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here _____.

(3) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY

B. Other Insurance Provisions

(1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

(2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

"The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz."

(3) All required insurance policies shall be endorsed to contain the following clause:

"This insurance shall not be canceled until after thirty (30) days prior written notice has been given to: Santa Cruz County Sheriff, 701 Ocean St, room 340, Santa Cruz, CA 95060 attn: Paul Crawford.

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to: Santa Cruz County Sheriff, 701 Ocean Street, Room 340, Santa Cruz, CA 95060, Attn: Paul Crawford.

7. **EQUAL EMPLOYMENT OPPORTUNITY.** During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical handicap or disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 40), veteran status, or any other non-merit factor unrelated to job duties. Such non-discriminatory action shall include, but not be limited to, the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical handicap or disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 40), veteran status, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) The CONTRACTOR shall furnish COUNTY Affirmative Action Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, handicap or disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority-Women/Disabled Business Enterprises.

(3) In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.

(4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not

apply to contracts or subcontracts for standard commercial supplies or raw materials.

8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

9. NONASSIGNMENT. CONTRACTOR shall not assign this Agreement without the prior written consent of the COUNTY.

10. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the

designee of either for a period of five (5) years after final payment under this Agreement.

11. **PRESENTATION OF CLAIMS.** Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

12: **ATTACHMENTS.** This Agreement includes the following attachments (identify by name or write "NONE"):

Exhibit #1 Compensation provisions.

Attachment "A" - Insurance Representations By Contractor.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

COUNTY OF SANTA CRUZ

CONTRACTOR- Forensic Medical Group

By: _____

By: Berni P. Peltier, MD

Address: 1860 Pennsylvania #150, Fairfield, CA

Telephone: 707-429-6897 94533

APPROVED AS TO FORM

By: Harry A. Chachelman III

County Counsel

9/9/99

APPROVED AS TO INSURANCES

By: Janet McKinley 9-9-99

Risk Management


DISTRIBUTION: County Administrative Office
Auditor Controller
County Counsel
Risk Management
Contractor

/pathconl

Contract No. _____


INSURANCE REPRESENTATIONS BY CONTRACTOR

On the basis of the following representations by CONTRACTOR to COUNTY as initialed and executed below, compliance with Subparagraphs 6B(2), (3) and (4), respectively of the above Agreement, shall be deemed achieved.

 Additional Insured [6B(2)] CONTRACTOR represents that as to the following required insurance coverage(s):

Professional & Commercial Liability

it is unable to obtain an endorsement adding COUNTY as an additional insured pursuant to Subparagraph 6B(3). In reliance thereon, COUNTY hereby waives said requirement.

 Notice of Cancellation [6B(3)]. CONTRACTOR represents that as to the following required insurance coverage(s):

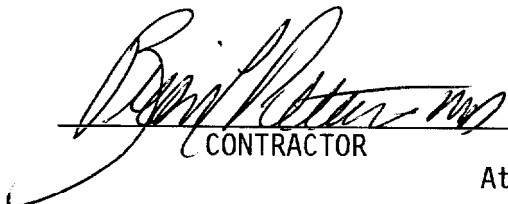
Professional & Commercial Liability

it is unable to obtain an endorsement including a clause requiring prior notice of cancellation of or reduction in coverage pursuant to Subparagraph 6B(4). CONTRACTOR hereby covenants and represents that it will notify COUNTY in writing at least thirty (30) days prior to cancellation of or reduction in coverage pursuant to Sub-paragraph 6B(4). In reliance thereon, and upon performance of said covenant, COUNTY hereby deems CONTRACTOR to be in compliance with Subparagraph 6B(4).

/ Certificate of Insurance [6B(4)]. CONTRACTOR represents that as to the following required insurance coverage(s): _____

it has been unable to obtain certification of insurance coverage pursuant to Subparagraph 6B(4). CONTRACTOR hereby covenants and represents that it has obtained, will maintain (and attaches hereto a copy of the face sheet(s) of), the contractually required insurance set forth on the attached self-certification of insurance form. In reliance thereon, COUNTY hereby deems CONTRACTOR to be in compliance with Subparagraph 6B(4).

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective October 25, 1999.


CONTRACTOR

By: _____
County Of Santa Cruz

Attachment A

0043

**Exhibit #1
Independent Contractor Agreement
Forensic Medical Group**

Compensation:

In consideration for CONTRACTOR accomplishing said results itemized under "Duties", COUNTY agrees to pay the CONTRACTOR as follows:

a. COUNTY agrees to pay CONTRACTOR \$500 per autopsy, \$300 per external examination, and \$1,000 for a SIDS (Sudden Infant Death Syndrome) case. Contracted prices include histology and transcription provided by the CONTRACTOR.

b. Contracted prices are subject to an annual review and can be revised with the mutual agreement between the County and CONTRACTOR.

c. It is agreed that the normal turn-around on the completion of an autopsy protocol is approximately 90 days. A case is finished and complete when the written report of the autopsy and other histological findings has been prepared and submitted to the Sheriff-Coroner. It is further understood that certain circumstances, not under the control of the CONTRACTOR (i.e. laboratory testing and analysis), may delay the completion of an assigned case.

d. CONTRACTOR shall submit a monthly claim for services with such supporting data as may be required by the County's Auditor Controller to the Sheriff's Office for processing.


Contractor

County of Santa Cruz

/patholl