



County of Santa Cruz

SHERIFF - CORONER

701 OCEAN STREET, SUITE 340, SANTA CRUZ, CA 95060

(831) 454-2985 FAX: (831) 454-2353

MARK TRACY
SHERIFF - CORONER

August 8, 2001

Agenda: August 14, 2001

BOARD OF SUPERVISORS
County of Santa Cruz
701 Ocean Street
Santa Cruz, CA 95060

Independent Services Contract with the County's Forensic Pathologist

Dear Members of Board:

At Budget Hearings, your Board requested that our office consult with the County Administrative Office and return on August 14, 2001 with a recommendation on the 2001-02 increase for the forensic pathologist services.

My letter in the Last Day Report transmitted that the County's forensic pathologist, Dr. Richard T. Mason, was requesting a 25% increase in his contract amount with the County. Your Board approved a 5% increase and requested that additional information on forensic pathologist services be provided.

An Overview of Forensic Pathology Services

As you know, the County has been contracting with Dr. Mason since July 1, 1980. The contract provides up to 210 autopsies per year to determine a cause of death, and other advisory services in Dr. Mason's areas of expertise. To determine the cause of death, the autopsy process requires the autopsy procedure itself, and an extensive review of any available medical records. It may also require the collection of tissue and other biological samples, the preparation and interpretation of slide for microscopic examination, and the preparation of detailed reports. Forensic Pathology is a highly specialized field of medicine, and Dr. Mason is nationally and internationally recognized for his expertise, particularly in the area of gunshot wounds and firearm ballistics, blunt and sharp instrument trauma, and bio-mechanics.

In the performance of this duties, Dr. Mason is available to local law enforcement and the District Attorney 24 hours per day, 7 days per week. The County's forensic pathologist very often responds to the actual scene of homicides or suspicious death, and his presence and direction at a crime scene has proven to be very helpful to Crime Scene Investigators as they reconstruct and evaluate a death. The County's forensic pathologist is also available for court testimony in homicide or serious injury cases, and has assisted in the past with cases which

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may not involve a death, but are serious in nature. An example would include officer-involved shootings where Dr. Mason's expertise in ballistics has proven to be invaluable.

Comparison of Fees Paid

As part of our analysis, staff conducted a survey of other counties in our area to document costs paid for forensic pathology. A table demonstrating this information appears below:

County	Base Pay	Other Costs
Santa Cruz	\$150,532 (Proposed)	\$8,000 for various pathologists to provide vacation/sick leave relief
Marin	\$500 per case	Contract Services with Pathology Group, shared with other Counties
Monterey	\$216,000	Medical Malpractice & Health Insurances, plus one autopsy technician
San Francisco	\$172,000	Medical Malpractice & Health Insurances
San Luis Obispo	\$131,250	SLO's share of contract shared with Santa Barbara County
San Mateo	\$142,242	Medical Malpractice & Health Insurances
Santa Clara	\$165,418	Medical Malpractice & Health Insurances, Retirement, plus one autopsy technician
Ventura	\$161,542	Medical Malpractice & Health Insurances

The County does not reimburse Dr. Mason for auxiliary costs associated with providing this service, such as medical malpractice insurance, nor do we make a contribution for benefits. The County's contractor does not require an autopsy technician to perform his services for the County. While the County has provided a **5%** annual increase in the contract amount over the past few years, the contractor maintains that the increases have not kept pace with the rising costs of providing the County with forensic pathology services.

A Plan for the Future

As you are aware, the County has had a long standing relationship with our current contractor. Dr. Mason has suggested that he is planning his retirement. Sheriff staff will be working on developing a transition plan, and will include further information on a plan during 2002-03 budget hearings next June. Staff has negotiated a three year contract with Dr. Mason that provides reimbursement for forensic autopsy services, including up to 210 autopsies for each year, at an annual cost of \$150,532. Your Board had previously approved a **5%** increase over the 2000-01 contract amount as part of the Sheriffs 2001-02 budget. We are therefore requesting an increase of \$24,085 to fully fund the 2001-02 contract. These additional funds are available in the Sheriffs budget that was approved by your Board in June.

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It is therefore RECOMMENDED that your Board:

1. Approve a contract amendment extending the County's contract for forensic pathology services with Dr. Richard Mason to June 30, **2004** at an annual amount of \$150,532;
2. Authorize the Sheriff-Coroner to execute the agreement, and to sign the necessary contract documents on behalf of the County; and
3. Request that the Sheriff-Coroner return at budget hearings in June 2002 with a transition plan for forensic pathology services.

Sincerely,



MARK S. TRACY
Sheriff-Coroner

Recommended:



SUSAN A. MAURIELLO
County Administrative Officer

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COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

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TO: Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM: Sheriff-Coroner (Dept.)
W. [Signature] (Signature) 6-17-01 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

1. Said agreement is between the Santa Cruz County Sheriff-Coroner (Agency)
and, Dr. Richard Mason, 1319 Gen Eyrie Ave San Jose, CA (Name & Address)
2. The agreement will provide forensic pathology services for Sheriff's Office investigations.
3. The agreement is needed, because the County does not perform this service.
4. Period of the agreement is from 7/1/01 to 6/30/04
5. Anticipated cost is \$ \$150,532, paid at \$12,544.33/month Fixed amount Monthly rate Not to exceed
6. Remarks: Continuing Agreements, Section III
paid monthly \$12,544.33 plus additional costs over and above 210 autopsies per year
7. Appropriations are budgeted in 661400 (Index#) 3665 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and will be encumbered. Contract No. 10120 Date 6-18-01

GARY A. KNUTSON, Auditor - Controller

Subject to FY 01-02 Budget By T. S. [Signature] Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the _____ to execute the same on behalf of the _____

(Agency). County Administrative Officer

Remarks: _____ (Analyst) By [Signature] Date 6/19/01

Agreement approved as to form. Date _____

Distribution:

Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Green
Co. Admin. Officer - Canary
Auditor-Controller - Pink
Originating Dept. - Goldenrod

To Orig. Dept. if rejected.

State of California)
County of Santa Cruz) ss

I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was approved by
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered
in the minutes of said Board on _____

_____ 19 _____ By _____ Deputy Clerk

AMENDMENT TO AGREEMENT

The parties hereto agree to amend that certain Agreement dated June 24, 1994 by and between the COUNTY OF SANTA CRUZ, SHERIFF-CORONER and RICHARD T. MASON M.D. by amending the following agreement provisions:

1. TERM: The term of this agreement shall be July 1, 2001 through June 30, 2004.
2. Exhibit #1 COMPENSATION:
 - a. COUNTY agrees to pay CONTRACTOR \$12,544.31 per month, \$150,531.72 per year to perform up to 210 autopsies and provide related reports annually.
 - b. COUNTY agrees to pay CONTRACTOR \$500 per autopsy, \$1,000 per autopsy if it is a homicide and \$1,000 per autopsy if it is a SIDS death for each autopsy over and above 210 per year.

All other provisions of the Agreement and previously incorporated amendments shall remain the same.

Dated: _____

Mark Tracy, Sheriff-Coroner

Dated: Aug. 9, 2001

Richard T. Mason M.D.
CONTRACTOR:

Richard T. Mason, M.D.
1319 Glen Eyrie Avenue
San Jose, CA 95125
408-298-7142

Approved as to form:

Approved as to Insurance:

Marie Costa
County Counsel 8/9/01

Leticia A. Burt 8/9/01
Risk Management

Distribution: Auditor Controller
Contractor
Sheriff-Coroner