

W10a

## AGENDA COVER MEMO

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**Agenda Date:** October 13, 2004

**To:** Board of County Commissioners

**Department:** District Attorney

**Presented By:** Alex R. Gardner, District Attorney

**Agenda Item Title:** **IN THE MATTER OF APPROVING A TWO YEAR CONTRACT AMENDMENT IN AN AMOUNT NOT TO EXCEED \$118,750 WITH SACRED HEART MEDICAL CENTER TO PROVIDE MORGUE SERVICES FOR THE MEDICAL EXAMINER'S OFFICE IN THE LANE COUNTY DISTRICT ATTORNEY'S OFFICE.**

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### I. MOTION

**MOVE TO APPROVE ORDER NO. \_\_\_\_\_ /IN THE MATTER OF APPROVING A TWO YEAR CONTRACT AMENDMENT IN AN AMOUNT NOT TO EXCEED \$118,750 WITH SACRED HEART MEDICAL CENTER TO PROVIDE MORGUE SERVICES FOR THE MEDICAL EXAMINER'S OFFICE IN THE LANE COUNTY DISTRICT ATTORNEY'S OFFICE.**

### II. ISSUE OR PROBLEM

Should Lane County enter into an amended contract with Sacred Heart Medical Center to provide morgue services for the Medical Examiner's Office in the Lane County District Attorney's Office for two years, from July 1, 2004 to June 30, 2006?

### III. DISCUSSION

#### A. Background

The deputy medical examiners are housed in the Lane County District Attorney's Office. The deputy medical examiners assist the medical examiner in investigation of certain deaths (unattended or unusual). The

medical examiner is contracted by the State of Oregon. In the process of the investigations, morgue facilities are used. Bodies are stored and autopsies are performed. At this time the only morgue facility in Lane County is housed in the Sacred Heart Medical Center.

Up until fiscal year 2001-02 Lane County and Sacred Heart had a verbal agreement on the cost of the services. Services at that time were paid on a monthly basis through the purchase order process and the annual cost of services did not exceed \$50,000. During fiscal year 2000-01 Sacred Heart determined that the charges that had been made for medical examiner services were not supporting the hospital costs. Their request for increased rates set in motion a process of clarification that determined roles and responsibilities for the state, the medical examiner and Lane County. Through the process it was determined that Lane County is legally obligated to bear the cost of corpse examinations, autopsies and body storage and that Sacred Heart Medical Center is the sole provider of morgue services. The increased cost charged by Sacred Heart resulted in a formalized contract between Sacred Heart and Lane County. The contract was written for the period from July 1, 2001 to June 30, 2002.

**B. Analysis**

Sacred Heart Medical Center is the only morgue facility at this time in Lane County. It can provide a fully equipped, staffed, secure and sterile morgue.

Sacred Heart Medical Center has agreed to a two-year contract amendment retroactive to July 1, 2004 in an amount not to exceed \$118,750. This amount exceeds the county administrator's signatory authority. Therefore, the Board must act to award the contract amendment and authorize the county administrator to sign.

**C. Alternatives/Options**

1. Approve the Contract Amendment and authorize the County Administrator to execute the same.
2. Not to accept the motion. This would result in loss of morgue services in Lane County.

**D. Recommendation**

To accept alternative number one.

#### **IV. IMPLEMENTATION/FOLLOW-UP**

Upon Board action, the contract will be forwarded for signature.

#### **V. ATTACHMENTS**

1. Board Order
2. Contract Amendment

SECOND AMENDMENT TO  
CONTRACT FOR MORGUE SERVICES  
Between  
LANE COUNTY  
And  
SACRED HEART MEDICAL CENTER

The Morgue Services Agreement between Lane County and Sacred Heart Medical Center, executed on November 12, 2001, is amended to extend the term for an additional two years commencing retroactive to July 1, 2004 and ending June 30, 2006.

The total amount of funds to be paid to Sacred Heart Medical Center for morgue services for the period of extension of the contract is as follows:

FY2004-2005: Not to exceed \$57,750

FY2005-2006: Not to exceed \$61,000; 5% fee schedule increase to rates as follows--

Use of Morgue/No Autopsy:	\$ 79.00
Use of Morgue/ External Exam	\$210.00
Use of Morgue/Full Autopsy	\$289.00
Refrigeration (cases > 5 days)	\$ 25.00

Lane County shall reimburse Sacred Heart for each medical examiner case, whether public or private, within 30 days of receiving a bill. Sacred Heart will present Lane County with a billing statement on a monthly basis.

All other terms of the agreement remain in full force and effect.

Confidentiality. Contractor agrees to comply with all applicable federal and state laws, rules and regulations regarding confidentiality of health care information, including amending this agreement if necessary to comply with the Health Insurance Portability and Accountability (HIPAA).

This Second Amendment is executed, in duplicate original, as of the date of the last party to sign below.

LANE COUNTY, OREGON

SACRED HEART MEDICAL CENTER

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*Bess Jacobs*  
*Director Contracting*  
*Sacred Heart Medical Center*

**IN THE BOARD OF COUNTY COMMISSIONERS OF LANE COUNTY, OREGON**

**ORDER NO.** ) **IN THE MATTER OF APPROVING A TWO**  
) **YEAR CONTRACT AMENDMENT IN AN**  
) **AMOUNT NOT TO EXCEED \$118,750 WITH**  
) **SACRED HEART MEDICAL CENTER TO**  
) **PROVIDE MORGUE SERVICES FOR THE**  
) **MEDICAL EXAMINER'S OFFICE IN THE**  
) **LANE COUNTY DISTRICT ATTORNEY'S**  
) **OFFICE.**

**WHEREAS,** Lane County is statutorily responsible for the cost of morgue services for certain deaths in Lane County; and

**WHEREAS,** Lane Manual Chapter 21 sets forth policy regarding award of contracts for services and policy regarding signatory authority of the county administrator; and

**WHEREAS,** the cost of the contract amendment for morgue services from Sacred Heart Medical Center, not to exceed \$118,750, exceeds the signatory authority of the county administrator; and

**WHEREAS,** Sacred Heart Medical Center has been determined to be the sole qualified provider of morgue services at this time in Lane County in accordance with Lane Manual 20.140; and

**WHEREAS,** Sacred Heart Medical Center has been providing morgue services to the Medical Examiner's Office for over two decades and has agreed to provide these services for an additional two years at the rate not to exceed \$118,750; it is hereby

**NOW, THEREFORE, IT IS HEREBY ORDERED** that the Contract Amendment in an amount not to exceed \$118,750 with Sacred Heart Medical Center to provide morgue services for an additional two years is approved and the County Administrator is authorized to execute that contract amendment.

**DATED** this \_\_\_\_ day of October, 2004.

**APPROVED AS TO FORM**  
Date 10/4/04 lane county  
[Signature]  
**OFFICE OF LEGAL COUNSEL**

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Bobby Green, Sr., Chair  
Lane Board of County Commissioners