

W. S. C. I.

Memorandum Date: August 1, 2006  
Order Date:

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**TO:** Board of County Commissioners

**DEPARTMENT:** District Attorney's Office

**PRESENTED BY:** Doug Harclerod, District Attorney, Department Director

**AGENDA ITEM TITLE:** **ORDER/IN THE MATTER OF DELEGATING AUTHORITY TO THE COUNTY ADMINISTRATOR TO EXECUTE A ONE-YEAR CONTRACT AMENDMENT IN AN AMOUNT NOT TO EXCEED \$61,000 WITH SACRED HEART MEDICAL CENTER TO PROVIDE MORGUE SERVICES FOR USE BY THE LANE COUNTY MEDICAL EXAMINER.**

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**I. MOTION**

TO DELEGATE AUTHORITY TO THE COUNTY ADMINISTRATOR TO EXECUTE A ONE-YEAR CONTRACT AMENDMENT IN AN AMOUNT NOT TO EXCEED \$61,000 WITH SACRED HEART MEDICAL CENTER TO PROVIDE MORGUE SERVICES FOR USE BY THE LANE COUNTY MEDICAL EXAMINER.

**II. ISSUE OR PROBLEM**

Lane County has had an on-going contract with Sacred Heart Medical Center (SHMC) to provide morgue services for the last several years. The contract needs to be amended again for an additional year of morgue services from July 1, 2006 through June 30, 2007 at a cost not to exceed \$61,000. As this amendment would make the contract as a whole in effect for six years, the County Administrator requires additional delegated authority to be able to sign and execute the amendment.

**III. DISCUSSION**

**A. Background**

The Lane County District Attorney's office houses the Deputy Medical Examiners. They assist the state-contacted Medical Examiner in the investigation of unattended or unusual deaths. Morgue facilities to store corpses and perform autopsies are necessary and vital part of this investigative process. At this time the only morgue facility in Lane County is housed at SHMC.

Before the 2001-2002 fiscal year, Lane County and SHMC 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 2000-2001 SHMC determined that this arrangement was not fully supporting the costs. The end result was a formalized contract between SHMC and Lane County that was initially written for the period from July 1, 2001 to June 30, 2002 at a cost that was not to exceed \$57,750. That initial contract was amended twice extended for an additional three years at that same maximum annual cost of \$57,750 per year, with the fifth year at a maximum cost of \$61,000. This proposed amendment extends the contract for a sixth year at cost not to exceed \$61,000.

**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.

SHMC has agreed to a one-year contract amendment effective from July 1, 2006 to June 30, 2007. As this amendment makes the contract six years in length, with a total maximum cost of \$353,000, the County Administrator requires additional delegated authority in order to sign and execute the amendment.

**C. Policy Issues**

N/A

**D. Board Goals**

This contract amendment supports the Strategic Plan goal to “ensure the public’s safety with regard to adult and juvenile crime, emergency preparedness and regional cooperative policing through law enforcement, intervention, prosecution, incarceration, and parole and probation, while protecting individual’s constitutional rights.”

**E. Financial and/or Resource Considerations**

This contact amendment will ensure the availability of a facility for morgue services. The usage of the morgue services will be billed at the rate of \$79 for each individual use of the morgue without an autopsy, \$210 for use of the morgue with an external exam only, \$289 for use of the morgue with a full autopsy, and \$25 charge for refrigeration of cases over five days.

**F. Alternatives/Options**

**Option 1 – To accept the motion and delegate authority to the County Administrator to sign the contract amendment.**

**Option 2 – Not to accept the motion. This would result in a loss of morgue services in Lane County.**

**IV. RECOMMENDATION**

To approve Option 1 and delegate authority to the County Administrator to sign and execute the contract amendment.

**V. TIMING/IMPLEMENTATION**

This contract amendment is effective July 1, 2006 through June 30, 2007. Upon approval of this Board Order the District Attorney's Office will process the contract amendment for signature by the County Administrator.

**VI. FOLLOW-UP**

N/A

**VII. ATTACHMENTS**

- A. Board Order
- B. Contract Amendment
- C.

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

**RESOLUTION AND  
ORDER 06-**

) **IN THE MATTER OF DELEGATING**  
) **AUTHORITY TO THE COUNTY**  
) **ADMINISTRATOR TO EXECUTE A**  
) **ONE-YEAR CONTRACT**  
) **AMENDMENT IN AN AMOUNT NOT**  
) **TO EXCEED \$61,000 WITH SACRED**  
**HEART MEDICAL CENTER TO**  
**PROVIDE MORGUE SERVICES FOR**  
**USE BY THE LANE COUNTY**  
**MEDICAL EXAMINER.**

**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 overall cost and length of the contract with this amendment, at \$353,000 and six years, 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 year at the rate not to exceed \$61,000; now, therefore,

**IT IS HEREBY RESOLVED AND ORDERED**, that the Board of County Commissioners delegate authority to the County Administrator to sign and execute a contract amendment with Sacred Heart Medical Center to provide morgue services.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Bill Dwyer, Chair  
Board of County Commissioners

**APPROVED AS TO FORM**  
Date 8/14/06 Lane County  
*James J. Miller*  
OFFICE OF LEGAL COUNSEL

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 one year commencing July 1, 2006 and ending June 30, 2007.

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:

FY2006-2007: Not to exceed \$61,000 –	
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 Amendment is executed, in duplicate original, as of the date of the last party to sign below.

LANE COUNTY, OREGON

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

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

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

SACRED HEART MEDICAL CENTER

By: Therese M. Sheppard

Its: CFO

Date: 7/6/06

June 30, 2006

Frank Ratti  
Chief Deputy Medical Examiner  
Lane County Medical Examiner's Office  
125 East 8<sup>th</sup> Avenue, Room 400  
Eugene, Oregon 97401



PeaceHealth  
**RECEIVED**

JUL 5 2006

Lane Co. District Attorney

Dear Frank:

I am writing this letter to formally extend the Morgue Services Agreement, which terminates by end of business day today June 30, 2006. In recognition of Lane County budgetary constraints, Sacred Heart is willing to extend the current rates for Morgue Services with no proposed increases.

However, for the next contract term beginning July 1, 2007, we intend to propose an increase equivalent to the most current Medical Services Consumer Price Index. In addition, we would like to include a provision to allow for additional payment to cover staffing costs for on-call weekend coverage for Lane County. Currently, these additional costs are not being reimbursed by Lane County through our current contract. Given these uncompensated costs, we would ask for your cooperation in abiding by the hours that technician support will be available. These hours are Monday through Friday from 8 am – 4:30 pm, and Saturdays on-call up to a maximum of 4 hours and no later than 5 pm. Please contact Steve Perry if you have questions regarding technician support issues.

Please review the enclosed Amendment for FY2006-07, and forward to the appropriate signator in your agency. I trust that there will be no issues delaying our receipt of our new contract amendment, but if you do have questions or suggested edits, please do not hesitate to call me at (541) 686-7181. Thank you very much, Frank.

Sincerely,

A handwritten signature in cursive script that reads "Bess Jacobo".

Bess Jacobo  
Director, Payor Contracting  
PeaceHealth Oregon Region

Cc: Steve Perry, SHMC  
Wendy Apland, Director of Finance

P.O. Box 1479  
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[www.peacehealth.org](http://www.peacehealth.org)