



**Contract Number**

**SAP Number**

N/A

## **Sheriff/Coroner/Public Administrator**

<b>Department Contract Representative</b>	Kelly Welty, Chief Deputy Director of Sheriff's Administration
<b>Telephone Number</b>	(909) 387-0640
<b>Contractor</b>	Scott Luzi, M. D.
<b>Contractor Representative</b>	-----
<b>Telephone Number</b>	On file
<b>Contract Term</b>	02-14-2022 to 02-13-2025
<b>Original Contract Amount</b>	Fee for Service
<b>Amendment Amount</b>	-----
<b>Total Contract Amount</b>	Fee for Service
<b>Cost Center</b>	4436501000

### **IT IS HEREBY AGREED AS FOLLOWS:**

**WHEREAS**, the Coroner of the County of San Bernardino (hereinafter referred to as Sheriff-Coroner), in the performance of his duties under and subject to the provisions of Title 3, Division 2, Part 3, Chapter 10 of the California Government Code (27491 et seq.) may, at his discretion, cause a postmortem pathological examination or autopsy to be made on the bodies of persons who die in the County of San Bernardino when an inquiry is necessary under the provisions of law to determine the cause of death; and

**WHEREAS**, Contractor is qualified and willing to perform postmortem examinations when professional services are requested by the Sheriff-Coroner;

**NOW, THEREFORE**, in order to establish the rights and duties of the parties under this Contract, the parties hereto agree as follows:

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## **I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR**

Contractor shall be employed as a part-time Forensic Pathologist for the Sheriff-Coroner. Contractor shall work cooperatively with the staff of the Sheriff-Coroner under the direction of the Coroner Division commander, or his designee, performing a broad range of duties including but not limited to:

- A. Performing all services and abiding by all laws, rules, and regulations of the State of California and the County of San Bernardino pertaining to forensic pathology.
- B. Abiding by both County and Sheriff-Coroner policies and procedures.
- C. Reporting and submitting to the general supervision of the Sheriff-Coroner, and following such policies and procedures established by that office.
- D. Conducting complete and timely postmortem autopsy examinations externally and internally, and toxicological and other tests of a chemical or bacteriological nature as may be necessary in order to arrive at a proper diagnosis. Regarding autopsies:
  - 1. Autopsies shall be performed between 8:00 AM and 5:00 PM, Monday through Friday, unless the Sheriff-Coroner gives permission to conduct the examination at another time.
  - 2. Contractor shall ensure that the tissues or fluids, or both, obtained from all autopsies are placed into appropriate containers and that they are properly labeled and stored.
  - 3. In addition to external and internal examination, contractor shall perform gross and microscopic examination of organs, order toxicology and other tests of chemical or microbiological in nature, and review toxicological reports, as well as other reports and records, that may be necessary in order to arrive at a proper diagnosis.
- E. Providing the determination of the cause of death in all cases. The determinations shall be based upon information from autopsies, gross and microscopic examination of tissues, toxicological and other scientific reports, medical records, and all available investigative reports.
- F. Timely preparing complete pathology reports. Minimally, pathology reports shall include a discussion of necropsy findings (including the external examination and a description of the internal organs), microscopic studies, pathologic diagnosis, analysis of toxicology reports, cause of death, manner of death and other relevant significant conditions. Provide signed autopsy protocol within 90 days or less from the date of autopsy. This excludes autopsies where additional testing, such as toxicological or tissue testing is required. In such cases, the final report must be submitted within 90 days from receipt of test results, unless agreed upon by all parties.
- G. Providing testimony in a court of law regarding his or her actions and all appropriate information, and the application of his or her knowledge, training, and experience, as they specifically relate to the cause of death in any particular case.
- H. Consulting with any party as required by the Sheriff-Coroner. Such consultation and the opinions expressed by the Contractor in writing or verbally shall reflect only such professional opinions as might be arrived at based upon the amount and type of information provided to Contractor at or before the time the opinion is given by Contractor.
- I. Maintaining confidentiality. Contractor shall not release any information, written or oral, to the news media concerning Sheriff-Coroner autopsies without prior written approval from the Sheriff-Coroner.
- J. At the discretion of the Sheriff-Coroner, teaching and supervising medical students and forensic pathology residents at the San Bernardino County Sheriff Coroner's morgue facility. The teaching schedule shall be mutually agreed upon.
- K. Travel throughout the County as required.

## II. CONTRACTOR REQUIREMENTS

Contractor shall maintain certification as a Forensic Pathologist from The American Board of Pathology (hereinafter referred to as Board) capable of performing all required autopsies and other postmortem examinations, seven days per week. Contractor shall have complete comprehension of methodologies used in analysis and be able to interpret various drugs and poisons related to the human body.

## III. CONFLICT OF INTEREST

As a condition of employment, Contractor does hereby agree to follow and uphold the Conflict of Interest policy of the County's Personnel Rules as follows:

No official or employee shall engage in any business or transaction or shall have a financial or other personal interest or association direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships, or close business, personal or political associations. This section shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by active County employment providing such acts do not constitute a conflict of interest as defined herein. Contractor is also subject to the provision of California Government Code Sections 1090, 1126, 87100, and any other conflict of interest code applicable to County employment.

## IV. TERM

This Contract shall be for a period of February 14, 2022 and shall remain in effect through February 13, 2025, subject to the termination provisions below. The Sheriff/Coroner/Public Administrator, Undersheriff, or Assistant Sheriff are authorized to execute amendments to the Contract to extend the term of this Contract for a maximum of two successive one-year periods. Notwithstanding the foregoing, either party may terminate this Contract at any time without cause with a fourteen (14) day prior written notice to the other party. This Contract may be terminated for just cause immediately by the Sheriff-Coroner. Contractor shall serve at the pleasure of the Sheriff-Coroner, or his/her designee, who shall have the full authority and discretion to exercise County rights under this Paragraph.

## V. COMPENSATION OF CONTRACTOR

Upon the effective date of this Contract, Contractor shall be considered a contract employee in the County's Unclassified Service. Contractor shall receive only the benefits and compensation specifically set forth in this Contract. This Contract provides for the full compensation to Contractor for the services required hereunder. This Contract supersedes in total any prior employment contract of Contractor.

### A. SALARY RATE

Contractor shall be compensated for services rendered at the rates detailed below. Contractor will be paid for autopsy services upon completion and submittal of the final forensic report for each postmortem autopsy performed. Contractor does not gain probationary or regular status during the term of this contract. Payment for services shall be made bi-weekly in accordance with procedures established by the County Auditor-Controller/Treasurer/Tax Collector.

Expert witness fees are not charged to the San Bernardino County Sheriff's Department.

Service	Rate
Full Postmortem Autopsy (non-homicide cases)	\$1,000.00 each
Homicide Autopsy	\$1,500.00 each
Lethal Force Encounter Autopsy – San Bernardino County Sheriff's Department cases only	\$3,000.00 each
In-Custody Death Autopsy – San Bernardino County Sheriff's Department cases only	\$3,000.00 each
Meet with Attorneys for Trial Preparation	\$500.00 per hour
Court Testimony	\$1,500 per day of testimony

Consultation	\$500.00 per hour (after first hour free)
Late Notification for Testimony (less than 6 weeks prior to testimony)	\$500.00
Late Cancellation for Testimony (less than 24 hours prior to testimony)	\$500.00
Transportation, Parking, and Lodging	As applicable

**B. MEDICAL COVERAGE**

If Contractor meets the eligibility requirements, Contractor will have the option to enroll in the Bronze PPO medical plan at Contractor's own expense. If Contractor waives medical coverage, a declination agreement form must be completed.

**C. EXPENSE REIMBURSEMENT**

Contractor shall be eligible for expense reimbursement in the same manner and amount as employees in the Professional Unit.

**D. RETIREMENT PLAN**

If Contractor is regularly scheduled for and regularly works a minimum of forty (40) hours per pay period, Contractor shall participate in the County's general employee retirement system, i.e., San Bernardino County Employees Retirement Association (SBCERA), during the term of this Contract. Contractor shall pay the required employee contribution for the term of the Contract. Contractor's participation in the general retirement system shall be in accordance with the applicable terms of the County Employee Retirement Law of 1937, the California Public Employee's Pension Reform Act of 2013 (Gov't Code section 7522 et seq.), and the By-Laws and other requirements of the SBCERA.

If Contractor regularly works less than forty (40) hours per pay period, or otherwise does not meet the definition of a member of the retirement system, and is not a participant in the County's 401(k) plan, Contractor shall instead participate in the County's PST Deferred Compensation Retirement Plan. Contractor shall contribute 7.5% of the Contractor's biweekly gross earnings, and the Contractor's contributions to PST Deferred Compensation shall be automatically deducted from Contractor's earnings. Contractor shall enroll in the Plan on forms approved by Employee Benefits & Services Division.

**E. SALARY SAVINGS PLAN**

Contractor shall be eligible to participate in the County's 457(b) Salary Savings Plan as per the Plan document, except that Contractor shall not receive County match contribution to the Plan.

**F. CONFERENCES**

Contractor will be provided with up to \$1,000 per fiscal year as a conference allowance. The allowance shall be used for purposes of attending conference(s) in connection with job-related instruction or career development training, that enhances furtherance of County or continuing education goals. The conference location shall be restricted to within the United States. This amount is inclusive of all travel expenses incurred to include, but not limited to: registration, airfare, meals, lodging, rental car/airport shuttle. Requests for such travel must be submitted on a standard "Travel Request" form to the Commander of the Coroner Division as soon as Contractor knows that travel is required, but should be a minimum of six weeks in advance of travel date. Following appropriate departmental review, the request shall be forwarded to the County Administrative Office for final approval. Contractor shall attend conferences on Contractor's own time.

**G. LEGALLY REQUIRED BENEFITS**

Contractor shall receive all benefits as required by law (e.g. FMLA, Military Leave, Time off for Voting and Medicare). Where the County provides a greater benefit than is required by law, Contractor shall

only receive the minimum benefit in accordance with the law, unless the greater benefit is specifically provided for in another provision of this Contract.

## **VI. GENERAL PROVISIONS RELATING TO CONTRACTOR**

### **A. BACKGROUND INVESTIGATION**

Contractor must pass a Sheriff's Department background investigation prior to commencement of employment.

### **B. TOUR OF DUTY**

Contractor's standard tour of duty (regularly scheduled work week) shall be established by the Sheriff-Coroner, or his/her designee. The Sheriff-Coroner or his/her designee may modify or change the number of autopsies in a standard day, tour of duty or shift to meet the needs of the service. Contractor shall provide services on an "as needed" basis; County makes no guarantee as to the number of autopsies, if any, Contractor will be assigned to work. Contractor shall not be scheduled to work, and shall not work, more than 39 hours per pay period (1,014 hours per fiscal year) during the term of this agreement.

### **C. CLASSIFICATION**

Contractor will not attain regular status in this position, and as an unclassified employee, will not be provided those rights under the San Bernardino County Personnel Rules afforded only to employees who have attained regular status. This Contract does not expand or alter any jurisdiction established by the Personnel Rules or any MOU. Contractor shall adhere to the County's and Sheriff-Coroner's standards of employee conduct, including all applicable rules, policies, and regulations. Violation of applicable standards may result in Contract termination or lesser penalties.

### **D. WORKER'S COMPENSATION AND LIABILITY COVERAGES**

Contractor shall be covered by the County's Workers' Compensation insurance coverage during the hours actually worked under this Contract. Contractor shall be covered by the County's Public Liability Insurance only while performing services under this Contract. Contractor shall only receive those benefits as required by law.

### **E. USE OF PRIVATE VEHICLE**

If the services to be performed under this Contract require Contractor to drive a vehicle, Contractor must possess a valid California driver's license at all times during the performance of this Contract.

Contractor agrees to allow the County to obtain a Department of Motor Vehicles report of Contractor's driving record.

In order for Contractor to be able to use a private vehicle during the performance of this Contract, Contractor shall be covered by vehicle liability insurance at least equal to the minimum requirements of the California Vehicle Code. Such requirements currently are:

1. Fifteen thousand dollars (\$15,000) for single injury or death;
2. Thirty thousand dollars (\$30,000) for multiple injury or death;
3. Five thousand dollars (\$5,000) for property damage.

Failure to comply with the requirements of this Paragraph shall be deemed cause for termination of this Contract, pursuant to Section IV above.

### **F. EVIDENCE OF ELIGIBILITY TO WORK**

Contractor shall submit evidence of eligibility to work in the United States and verification of identity within three (3) working days of the effective date of this Contract. Contractor shall submit to a pre-employment background check, including a medical examination through the County's Center for Employee Health and Wellness. This provision is satisfied if Contractor is a current employee who previously met the requirements of this provision.

G. DIRECT DEPOSIT

Contractor must make arrangements for the direct deposit of paychecks into the financial institution of their choice via electronic fund transfer. Inability or failure by Contractor to make such arrangements will result in the County paying Contractor via pay card.

H. MISCELLANEOUS

Government Code section 53243.2 requires the following provision be included in this Contract: If this Contract is terminated, any cash settlement related to the termination that Contractor may receive from the County shall be fully reimbursed to the County if Contractor is convicted of a crime involving an abuse of his or her office or position, as defined in Section 53243.4.

**VII. AUTHORITY**

- A. The Sheriff-Coroner shall have sole discretion to determine which cases coming under his jurisdiction require autopsy pursuant to Government Code Section 27491.
- B. The Sheriff-Coroner shall have the sole discretion to grant permission, pursuant to Government Code Section 27491.4, for any person to be present at any postmortem examination.
- C. It is further understood by the parties hereto to that Contractor, in the performance of his duties hereunder, shall have full discretion and responsibility as to the means, techniques and methods for accomplishing the results required by this Contract so long as the results accomplished are in conformance with the standards set by the Sheriff-Coroner.

**VIII. CONCLUSION**

This Contract, consisting of eight (8) pages, is the full and complete document describing services regarding the Contractor's rights and obligations of the parties, including all covenants, conditions and benefits.

- A. If applicable, due to and for the duration of the COVID-19 pandemic, pursuant to the Uniform Electronic Transaction Act (Cal. Civ. Code §§ 1633.1 to 1633.17), and the San Bernardino County Board of Supervisors Resolution No. 2020-030, the parties hereto authorize the use of electronic, facsimile, and/or digital signatures in the execution of this Contract and any of its subsequent amendments. Such signatures shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

\*\*\*\*\*END OF SECTION\*\*\*\*\*

**IN WITNESS WHEREOF**, the San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►

Curt Hagman, Chairman, Board of Supervisors

Dated: \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County

By \_\_\_\_\_  
Deputy

Scott Luzi, M. D.

(Print or type name of corporation, company, contractor, etc.)

By ►

(Authorized signature - sign in blue ink)

Name Scott Luzi, M. D.

(Print or type name of person signing contract)

Title Forensic Pathologist

(Print or Type)

Dated: \_\_\_\_\_

Address On file

**FOR COUNTY USE ONLY**

Approved as to Legal Form

►

Cynthia O'Neill, Principal Assistant County  
Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance

►

Date \_\_\_\_\_

Reviewed/Approved by Department

►

Kelly Welty, Chief Deputy Director of Sheriff's  
Administration

Date \_\_\_\_\_