

BILL NO.: 14-1036

ORDINANCE NO.: 14-

0468

INTRODUCED BY: COUNCIL MEMBER(S)

Reuter

1 AN ORDINANCE RENEWING THE MEDICAL EXAMINER
2 CONTRACT WITH ST LOUIS UNIVERSITY SCHOOL OF MEDICINE FOR
3 PROFESSIONAL, TECHNICAL, AND SCIENTIFIC SERVICES TO THE
4 MEDICAL EXAMINER'S OFFICE.

5 WHEREAS, the Office of the Jefferson County Medical Examiner, which was
6 created pursuant to Article V, Section 5.11 of the Home Rule Charter of Jefferson
7 County, Missouri does not presently have sufficient professional, technical and scientific
8 personnel and equipment to provide all of the services necessary to satisfy the needs of
9 said office; and

10 WHEREAS, St. Louis University School of Medicine does have the ability to
11 provide such services and is willing to provide these necessary services to the Office of
12 the Jefferson County Medical Examiner; and

13 WHEREAS, the Jefferson County Medical Examiner agrees to renew the
14 services provided by Saint Louis University for the Professional, Technical and Scientific
15 Services; and

16 WHEREAS, the St. Louis University School of Medicine has the ability to
17 provide the professional, technical, and scientific services as from time to time are
18 requested by the Office of the County Medical Examiner; and

FILED

OCT 31 2014

1 **WHEREAS**, the Jefferson County Medical Examiner agrees to renew the
2 contract with Saint Louis University for the Professional, Technical and Scientific
3 Services for the period of January 1, 2015 to December 31, 2015 for an amount not to
4 exceed **\$360,278.88** for the total period or **\$30,023.24** per month.

5 **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI,**
6 **COUNCIL, AS FOLLOWS:**

7 Section 1. The County Council authorizes the County to enter into the
8 Contract for Professional, Technical and Scientific Services of the Jefferson County
9 Medical Examiner's Office. Services and support will be provided from January 1, 2015
10 and ending December 31, 2015 for an amount not to exceed **\$360,278.88** for the total
11 period or **\$30,023.24** per month.

12 Section 2. The Jefferson County, Missouri, Council hereby authorizes the
13 County Executive to execute a renewal agreement, incorporated herein by reference and
14 attached as Exhibits A for the Professional, Technical and Scientific Services to the
15 Medical Examiner's Office with Saint Louis University. The County Executive is further
16 authorized to take any and all actions necessary to carry out the intent of this Ordinance.

17 Section 3. Copies of all Invitations for Bid, Requests for Proposals, responses
18 thereto, and any contracts or agreements shall be maintained by the Department of the
19 County Clerk consistent with the rules and procedures for the maintenance and retention
20 of records as promulgated by the Secretary of State.

1 Section 4. This Ordinance shall be in full force and effect from and after its
2 date of approval. If any part of this Ordinance is invalid for any reason, such invalidity
3 shall not affect the remainder of this Ordinance.

**THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE
JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:**

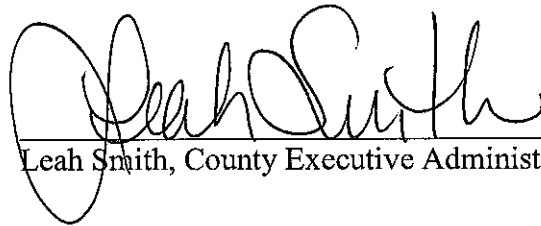
Council Member District 1, Don Bickowski	<u>YES</u>
Council Member District 2, Renee Reuter	<u>YES</u>
Council Member District 3, Robert Boyer	<u>YES</u>
Council Member District 4, George Engelbach	<u>YES</u>
Council Member District 5, Terri Kreitler	<u>YES</u>
Council Member District 6, Cliff Lane	<u>YES</u>
Council Member District 7, Kelly Waymon	<u>YES</u>

THE ABOVE BILL ON THIS 27th DAY OF October, 2014:

X PASSED ___ FAILED



Renee Reuter, County Council Chair



Leah Smith, County Executive Administrative Assistant

THIS BILL WAS APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 30TH DAY OF OCTOBER, 2014.

THIS BILL WAS _____ VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS _____ DAY OF _____, 2014.

Kenneth B. Waller

Kenneth B. Waller, Jefferson County, Missouri, Executive

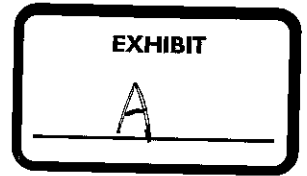
ATTEST:

Wes Wagner

Wes Wagner, County Clerk

BY: Amy O'Boyle

Reading Date: 10-27-2014



SAINT LOUIS UNIVERSITY

AND

THE COUNTY OF THE JEFFERSON, MISSOURI

CONTRACT FOR

PROFESSIONAL, TECHNICAL AND SCIENTIFIC SERVICES

TO THE MEDICAL EXAMINER'S OFFICE

JANUARY 1, 2015 THROUGH DECEMBER 31, 2015

This agreement is effective the first day of January 1, 2015 by and between the County of Jefferson, Missouri acting through the Board of Commissioners who constitute the Governing Body of said County and Saint Louis University a benevolent corporation.

WHEREAS, the Office of the Jefferson County Medical Examiner, which was created pursuant to Article V, Section 5.11 of the Home Rule Charter of Jefferson County, Missouri does not presently have sufficient professional, technical and scientific personnel and equipment to provide all the services necessary to satisfy the needs of said Office; and,

WHEREAS, Saint Louis University does have the ability to provide such services and is willing to provide these necessary services to the Office of the Jefferson County Medical Examiner; It is hereby agreed by and between the County of Jefferson, Missouri and the Saint Louis University as follows: _

A. Saint Louis University agrees to provide professional, technical and scientific services as from time to time are requested by the Office of the County Medical Examiner in the appropriate amounts specified in Section C hereof for the period beginning January 1, 2015 and ending December 31, 2015 for an amount not to exceed \$360278.88 for the total period or \$30,023.24 per month.

These technical services shall include but not necessarily be limited to the following:

1) FORENSIC TOXICOLOGY - Services to provide the full range of testing capability, expert Doctorate level direction and expert witness appearance as necessary as defined for the field of Toxicology.

2) SPECIAL PROFESSIONAL SERVICES:

a) Forensic Pathology - This includes autopsy and/or other physical examination appropriate to the field of forensic pathology and any resulting court appearances. This service will be provided by the Chief Medical Examiner, Mary E. Case, M.D., and an appropriate number of associate and assistant medical examiners and consultants as necessary for the proper operation of the service. Continuous monitoring of the services will be the responsibility of the senior board-certified forensic pathologist who will be responsible for the provision of the services as outlined within the contract.

b) Forensic Radiology - Provision for radiology services as needed. The pathologists will also be provided access to radiologists with special expertise in the area described as Forensic Radiology.

c) Forensic Dentistry - This includes services as appropriate for the identification of human remains and for other purposes and will be provided by dentists specially trained in the field of Forensic Dentistry including bite mark analysis.

d) Forensic Anthropology - This includes services as appropriate for the determination of age, sex, race, stature and other features of skeletonized bodies and partial remains.

e) Forensic Botany - This includes services as appropriate for the determination of food materials found in the stomach and intestines of medicolegal cases and for the examination of poisonous plants and mushrooms which might have been ingested by persons dying unexpectedly.

f) Forensic Entomology - Services as necessary for the evaluation of insect evidence primarily useful in the establishment of the interval since death and other appropriate examinations.

g) Forensic Clinical Chemistry - Services as necessary for non-toxicologic chemical determinations to establish the presence or absence of natural disease.

h) Forensic Microbiology - Services as necessary for cultures of blood, urine, lung and other tissues for detecting the presence or absence of infection.

i) Histology Services - Services as necessary to provide for the preparation of tissue sections, routine and special stains of materials taken at autopsy. This service is essential for the determination of cause of death in many cases.

j) Sufficient investigational staff to maintain adequate support for 7 days a week, 24 hours a day death reporting.

k) Transportation of bodies from Jefferson County to the Medical Examiner's morgue facility.

B. The Jefferson County agrees that it will request and use the foregoing services when they are deemed necessary for the proper operation of the Medical Examiner's Office by the Chief Medical Examiner or the Deputy Chief Medical Examiner acting in the absence of the County Medical Examiner; and Saint Louis University agrees that all professional personnel furnished to the Medical Examiner will be qualified as required by law and are acceptable to the Medical Examiner.

C. The County of Jefferson further agrees that it will pay \$30,023.24 a month to Saint Louis University or the services rendered hereunder when such statements or invoices for said services, as established by Saint Louis University, have been certified by the Medical Examiner, or the Deputy Chief Medical Examiner acting in the absence of the County Medical Examiner, and approved by the Governing Body of Jefferson County. Such approval shall not be withheld unreasonably.

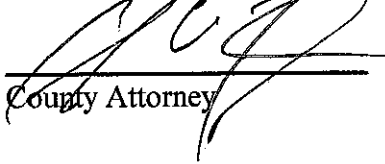
D. The County of Jefferson agrees to indemnify, defend and hold harmless Saint Louis University and any and all of its employees and personnel providing services pursuant to this Agreement from any and all liability, suits, claims, judgments, expenses, including attorney fees, that may arise out of services that Saint Louis University personnel perform for the County of Jefferson.

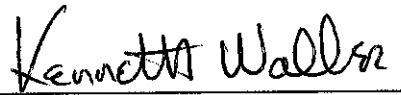
E. The Parties agree that this contract will cover a total of 1100 to 1300 death investigations annually, and will be renewed annually subject to the annual appropriation of funds, unless either party gives notice of its intent to cancel this contract 90 days in advance of January 1st. Time is of the essence and if such notice is not given within the time period specified this contract shall renew automatically on the same terms. Proposed adjustments in costs to the County of Jefferson for any subsequent contract year, based on experience under this contract and/or factors, must be submitted for approval prior to the first day of October of that year.

THE COUNTY OF JEFFERSON, MISSOURI

JEFFERSON COUNTY

APPROVED AS TO FORM:


County Attorney

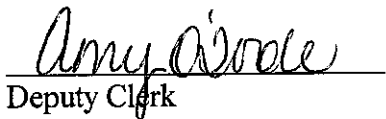

Ken Waller, County Executive

Attest:

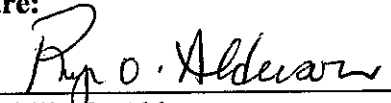

County Clerk


Auditor, Jefferson County

Attest:


Deputy Clerk

**Saint Louis University d/b/a
SLUCare:**

BY: 
Philip O. Alderson
Dean, School of Medicine
Vice President for Medical Affairs
School of Medicine, 2nd Floor
1402 South Grand Avenue
St. Louis, MO 63104

DATE: 9/9/14