

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

234



SUBMITTAL DATE:
11/17/11

FROM: Stanley L. Sniff Jr., Sheriff-Coroner-PA

SUBJECT: Approval of a Sole Source Award to Dr. Cho Lwin to Provide Neuropathology Services for the Sheriff's Coroner's Office

RECOMMENDED MOTION: Move that the Board of Supervisors:

- 1) Approve and authorize the Chairperson to execute a professional service agreement for Neuropathology services with Dr. Cho Lwin, in the annual amount of \$60,000, without obtaining competitive bids in accordance with Ordinance 459.4, and;
- 2) Authorize the Purchasing Agent to renew the contract annually in one year increments for up to four (4) additional years, provided the cost does not exceed the contract amounts.

BACKGROUND: The County's Chief Forensic Pathologist, Mark Fajardo, must utilize a number of Doctors for specialized postmortem services. He requires the services of a Neuropathologist to conduct macroscopic examinations of the brain, spinal cord and eyes.

(Continued on Page 2)

Will Taylor

Stanley L. Sniff Jr., Sheriff-Coroner-PA
Will Taylor, Director of Administration

FINANCIAL DATA	Current F.Y. Total Cost:	\$49,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$49,000	Budget Adjustment:	No
	Annual Net County Cost:	\$60,000	For Fiscal Year:	FY 2011-12

SOURCE OF FUNDS: Departmental Budget BR 12-047	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE
Robert Tremaine
BY: _____
Robert Tremaine

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Buster, seconded by Supervisor Tavaglione and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: December 13, 2011
xc: Sheriff, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
Deputy

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS
DATE: 11/17/11
Purchasing: _____
Concurrent: _____
Departmental: _____
Mark Seitel, Assistant Director

Dept Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

BOARD OF SUPERVISORS

FORM 11: Approval of a Sole Source Award to Dr. Cho Lwin to Provide Neuropathology Services BR 12-047

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Board Certified Forensic Neuropathologists, who possess an expertise in examining traumatic brain injuries as an ancillary support to autopsies, are difficult to locate and often unable to handle the workload generated by Riverside County. Due to the scarcity of Board certified Forensic Neuropathologists, Staff's search has always focused on Neuropathologists working for other local County Coroners, who are permitted and amenable to work for us in their off-hours. Dr. Erlich, who worked for Los Angeles Coroner's Office, also conducted examinations for Riverside County from approximately 2003 to November 2009. In 2010 (4/20/10 3.63), we were able to contract with the San Diego County Medical Examiner. Unfortunately, that contract was terminated in October 2011, when San Diego County's Neuropathologist left its employ, and the County was unable to fulfill its contract with us.

The Sheriff's Department has now negotiated an Agreement with Dr. Cho Lwin, a neuropathologist employed by the Los Angeles County Coroner's Office. Dr Lwin has agreed to travel to the Coroner's Perris facility and analyze our cases on his off days.

Price Reasonableness

Dr. Lwin has agreed to accept the same fee schedule that the Sheriff's Department had established with the San Diego County Medical Examiner. Specifically, that schedule provided for three fee levels, charging \$500, \$750, or \$1,000 per case depending on the type of case and amount of examination time needed.

As a further indication of current price reasonableness, in 2007, when the Board approved Dr. Erlich's now-terminated contract (07/31/07 3.100), Dr. Cohen, the County's then Chief Forensic Pathologist, estimated that the consulting fee for Neuropathologists ranged from \$500 to \$1,000 per case.

Date: November 21, 2011
From: Will Taylor, Director of Finance Department/Agency: Sheriff-Coroner
To: Board of Supervisors
Via: Purchasing Agent
Subject: Request for a Sole Source Procurement of Neuropathology Services

The below information is provided in support of my Department requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

Supply/Service being requested: Neuropathology Examinations

Supplier being requested: Cho Lwin, M.D.

Alternative suppliers that can or might be able to provide supply/service: None

Extent of market search conducted: Unfortunately, the Coroner's Office has never found an interested board certified forensic neuropathologist in private practice to handle the County workload. So Staff's search has always focused on Doctor's working for other local County Coroners, who are permitted and amenable to work for us in their off-hours. Dr. Erlich, who worked for Los Angeles Coroner's Office, also conducted examinations for Riverside County from approximately 2003 to November 2009. In 2010, we were able to contract with the San Diego County Medical Examiner. Unfortunately, that contract was terminated in October 2011, when San Diego County's Neuropathologist left its employ, and the County was unable to fulfill its contract with us.

Now, Dr. Cho Lwin, a neuropathologist employed by the Los Angeles County Coroner's Office, has agreed to consult for Riverside County on his off days.

Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide: Board Certified Forensic Neuropathologists, who possess an expertise in examining traumatic brain injuries as an ancillary support to autopsies, are difficult to locate and often unable to handle the workload generated by Riverside County.

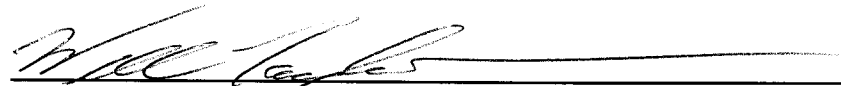
Reasons why my department requires these unique features and what benefit will accrue to the county: Neuropathology is a critical component to certain death investigations.

Price Reasonableness including purchase price and any ongoing maintenance or ancillary costs from the supplier: Dr. Lwin has agreed to accept the same fee schedule that the Sheriff's Department had established with the San Diego County Medical Examiner. Specifically, that schedule provided for three fee levels, charging \$500, \$750, or \$1000 per case depending on the type of case and amount of examination time needed.

As a further indication of price reasonableness, in 2007, when the Board approved Dr. Erlich's now-terminated contract (07/31/07 3.100), Dr. Cohen, the County's then Chief Forensic Pathologist, estimated that the consulting fee for Neuropathologists ranged from \$500 to \$1,000 per case.

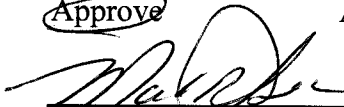
Does moving forward on this product or service further obligate the county to future similar contractual arrangements or any ongoing costs affiliated with this sole source (maintenance, support or upgrades)? No.

Period of Performance: Contingent upon satisfactory performance, Dr Lwin would fulfill the remainder of the contract term of the San Diego County Medical Examiner, which would have been in effect through June 30, 2016.



Department Head Signature **Date** 11/30/11

Purchasing Department Comments:

<u>Approve</u>	Approve with Condition/s	Disapprove
	12-1-11	# 12-316
_____ Purchasing Agent		Date

PROFESSIONAL SERVICES AGREEMENT FOR THE PROVISION OF
NEUROPATHOLOGY CONSULTATION SERVICES

This Agreement is made and entered into this 13th day of December, 2012, by and between Dr. Cho Lwin, M.D., hereinafter referred to as "CONTRACTOR", and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of the Office of the Sheriff-Coroner, hereinafter referred to as "COUNTY".

WHEREAS, Government Code Section 31000 authorizes the COUNTY to contract for special services with a person who is specially trained and experienced, and who is competent to perform the special services required; and

WHEREAS, the CONTRACTOR is qualified and has the expertise, special skills, knowledge and experience to perform the duties set out herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. DESCRIPTION OF SERVICES: The CONTRACTOR shall provide neuropathology consultation services for determinations of the natural disease process or trauma for the Sheriff-Coroner of COUNTY. The Supervising Deputy Coroner or the Chief Forensic Pathologist shall schedule all neuropathology consultation services required. CONTRACTOR will provide consultation services for cases involving infants, homicides and coroner review cases. A report in a format approved by the Sheriff-Coroner of COUNTY shall be submitted by CONTRACTOR for each consultation.

1.1 CONTRACTOR represents and maintains that it is skilled in the professional calling necessary to perform all services, duties and obligations required by this Agreement to fully and adequately complete the services. CONTRACTOR shall

perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONTRACTOR further represents and warrants to COUNTY that he has all licenses, permits, qualifications and approvals of whatever nature are legally required to practice his profession. CONTRACTOR further represents that he shall keep all such licenses and approvals in effect during the term of this Agreement.

2. PERIOD OF PERFORMANCE: It is mutually agreed and understood that the obligation of the COUNTY is limited by and contingent upon the availability of current Fiscal Year funds for the reimbursement of CONTRACTOR'S expenditures hereunder. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing. This Agreement shall be deemed terminated and of no further force and effect immediately on receipt of COUNTY'S notification to CONTRACTOR. In the event of such termination, CONTRACTOR shall be entitled to reimbursement of his costs in accordance with Paragraph 3 herein.

2.1 This Agreement shall be effective as of January 1, 2012, and shall be renewable in one (1) year terms, unless terminated as specified in Paragraph 7, for a period not to exceed June 30, 2016. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.

3. COMPENSATION: The COUNTY shall pay the CONTRACTOR for services performed and expenses incurred in accordance with the rates listed on Exhibit A. The total amount of compensation paid to the CONTRACTOR per Fiscal Year (July 1 – June 30) under this Agreement shall not exceed the sum of \$60,000.00, unless a written amendment to this Agreement is executed by both parties prior to performance of additional services.

3.1 Said compensation shall be paid in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice.

Each invoice provided by CONTRACTOR shall contain a) subject's name; b) date of service; and c) tier of service performed per Exhibit A.

Invoices shall be sent to:

County of Riverside

Attn: Captain Dave Nordstrom

Address 800 S. Redlands Ave.

City, CA Zip Perris, CA 92570

4. INDEPENDENT CONTRACTOR: COUNTY retains CONTRACTOR on an independent contractor basis. CONTRACTOR is not, and shall not be considered to be in any manner, an employee, agent or representative of the COUNTY. CONTRACTOR shall not be entitled to any benefits payable to employees of COUNTY, including workers' compensation or any other fringe benefits. COUNTY is not required to make any deductions from compensation payable to CONTRACTOR under the provisions of this Agreement, and as an independent contractor, CONTRACTOR hereby holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

5. INDEMNIFICATION: CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or

representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, agents, employees, subcontractors, agents or representatives from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to COUNTY as set forth herein.

CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the COUNTY herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such

interpretation shall not relieve the CONTRACTOR from indemnifying the COUNTY to the fullest extent allowed by law.

6. INSURANCE: Without limiting CONTRACTOR'S indemnification, CONTRACTOR shall maintain in force at all times during the performance of this Agreement, insurance policies evidencing coverage during the entire term of the Agreement as follows:

6.1 Workers' Compensation: If Contractor has employees as defined by the State of California, Contractor shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of the County of Riverside; and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

6.2 Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, completed operations, personal and advertising injury covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, elected officials, employees, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

6.3 Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments their respective directors, officers, Board of Supervisors, elected officials, employees, agents, or representatives as Additional Insureds.

6.4 Professional Liability: Contractor shall maintain Professional Liability Insurance providing coverage for performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement. Upon termination of this Agreement or the expiration or cancellation of the claims made insurance policy Contractor shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificates of Insurance that Consultant has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

6.5 General Insurance Provisions - All lines:

- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- b. The Contractor's insurance carrier(s) must declare its self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retentions which are deemed unacceptable to the County, at the election of the County's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such self-insured retentions as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.
- c. The Contractor shall cause their insurance carrier(s) to furnish the County of Riverside with 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein; or, 2) if requested to do so orally or in writing by the County Risk

Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that shall provide no less than thirty (30) days written notice be given to the County of Riverside prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages and the insurance required herein is in full force and effect. Individual(s) authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance. ***Contractor shall not commence operations until the County of Riverside has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section.***

- d. It is understood and agreed by the parties hereto and the Contractor's insurance company(s), that the Certificate(s) of

Insurance and policies shall so covenant and shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

- e. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or performance of work the Risk Manager of the County of Riverside reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.
- f. Contractor shall pass down the insurance obligations contained herein to all tiers of sub-consultants working under this Agreement

7. TERMINATION: This Agreement may be terminated by either party by giving thirty (30) days written notice of intention to terminate, and may be terminated for cause by either party by giving five (5) days written notice of intention to terminate.

7.1 Upon receipt of notice by CONTRACTOR from COUNTY, the CONTRACTOR shall immediately discontinue work and cancel all outstanding commitments for material, equipment or subcontractors that may be cancelled without undue cost. Subject to compliance with the foregoing and all other provisions of this Agreement, COUNTY shall compensate CONTRACTOR for actual services performed

in accordance with this Agreement, through the date of termination. CONTRACTOR shall provide documentation deemed adequate by COUNTY to show the services actually completed and costs incurred by CONTRACTOR.

7.2 Notwithstanding any of the provisions of this Agreement, the CONTRACTOR'S rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon the CONTRACTOR'S bankruptcy, or in the event of fraud, dishonesty, or willful or material breach of this Agreement by the CONTRACTOR or at COUNTY'S election, in the event of the CONTRACTOR'S unwillingness or inability for any reason whatsoever to perform the duties hereunder. In such event, the CONTRACTOR shall be entitled to no further compensation under this agreement except for services actually rendered, it being the intent that the CONTRACTOR shall be paid as specified only during such period that the CONTRACTOR shall, in fact, perform the duties hereunder.

7.3 Cumulative Remedies. The rights and remedies of the parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

8. CONFLICT OF INTEREST: CONTRACTOR shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement.

9. ADMINISTRATION: The Sheriff-Coroner (or designee) shall administer this Agreement on behalf of COUNTY.

10. ASSIGNMENT: This Agreement shall not be assigned by CONTRACTOR, either in whole or in part, without prior written consent of COUNTY. Any assignment or purported assignment of this Agreement by CONTRACTOR without

the prior written consent of COUNTY will be deemed void and of no force or effect and may be considered by COUNTY a breach of this Agreement.

11. NONDISCRIMINATION: CONTRACTOR shall not discriminate in his/her recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, martial status or sex in the performance of this Agreement, and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment Practices Act (commencing with Section 1410 of the Labor Code), and Federal Civil Rights Act of 1962 (P.L. 88-352).

12. ALTERATION: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

13. ELIGIBILITY: Services shall be provided by CONTRACTOR to individuals without reference to their religion, color, sex, national origin, age or physical or mental handicap.

14. LICENSE AND CERTIFICATION: CONTRACTOR verifies upon execution of this Agreement, possession of a current and valid license in compliance with any local, State, and Federal laws and regulations relative to the scope of services to be performed, and that services(s) will be performed by properly trained and licensed staff. CONTRACTOR shall be, at a minimum, board certified in Anatomic Pathology and Neuropathology, certified by the American Board of Pathology.

15. CONFIDENTIALITY: CONTRACTOR shall observe all Federal, State and County regulations concerning confidentiality of records. CONTRACTOR shall refer all requests for information to COUNTY.

16. WORK PRODUCT: All reports, preliminary findings, or data assembled or compiled by CONTRACTOR under this Agreement become the property of the COUNTY. Such materials shall not be circulated in whole or in part, nor released to the public, without the direct authorization of the Sheriff-Coroner or an authorized designee.

17. JURISDICTION, VENUE, ATTORNEY'S FEES: This Agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of the Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted.

18. WAIVER: Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the COUNTY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or estopping COUNTY from enforcement hereof.

19. SEVERABILITY: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

20. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior or

22. NOTICES: All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one (1) day after their deposit in the United States

Mail, postage prepaid:

COUNTY:
Stanley L. Sniff Jr.
Sheriff-Coroner
4095 Lemon St. 2nd Floor
Riverside, CA 92501

CONSULTANT:
Cho Lwin, M.D.
569 Fairview Avenue
Arcadia, CA 91007

IN WITNESS WHEREOF, the parties hereto have caused their duly representatives to execute this Agreement.

COUNTY
By: Bob Buster
Bob Buster, Chairman
Riverside County Board of Supervisors

CONTRACTOR
Cho Lwin
Cho Lwin

Dated: 12/13/11

Dated: 12-9-2011

ATTEST:
Kecia Harper-Ihem, Clerk
By: [Signature]
Deputy

FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis 11/29/11
NEAL R. KIPNIS DATE

EXHIBIT "A"
FEE SCHEDULE

Tier Category	Cost per case
Tier 1	\$1,000.00
Tier 2	\$750.00
Tier 3	\$500.00

Definitions

Fee Schedule (Three Tier System):

The following fee schedule includes examples that demonstrate the scope of formal neuropathological examination:

High intensity examinations "Tier 1" cases:

Comprehensive medical record review
Complex traumatic injury
Child abuse with cranial and/or intracranial injury

Medium intensity examinations "Tier 2" cases:

Moderate medical record review
Alzheimer's disease work up
Workup of natural neurological disease process (e.g., multiple sclerosis)
Subdural hematoma due to known or suspected mechanism of injury
Examination of brain and spinal cord

Low intensity examinations "Tier 3" cases:

Minimal record review
Apparent natural deaths (e.g., absence of traumatic injury at autopsy, "rule out" trauma)
Sudden unexplained infant deaths (atraumatic)
Intracranial hemorrhage of apparent natural etiology (e.g., ruptured "berry" aneurysm, hypertensive hemorrhage, ischemic cerebral infarct, intracerebellar hematoma)