

**AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
FORENSIC DOCTORS GROUP, OWNED BY MICHAEL D. HUNTER, M.D.**

THIS AMENDMENT TO THE AGREEMENT, entered into this 22<sup>nd</sup> day of June, 2020, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and FORENSIC DOCTORS GROUP, OWNED BY MICHAEL D. HUNTER, M.D., hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement for performing Forensic Pathology services (the "Agreement") on March 12, 2020; and

WHEREAS, the Agreement currently has a term of March 12, 2020 through June 30, 2020; and

WHEREAS, the parties wish to amend the Agreement to extend the term of the Agreement and revise the total fiscal obligation under this Agreement.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:**

**1. Section 3 "Payments" of the Agreement is amended to read as follows:**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed five hundred ninety-four thousand dollars and zero cents (\$594,000.00). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

**2. Section 4 "Term" of the Agreement is amended to read as follows:**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from March 12, 2020, through June 30, 2021, on an as needed basis.

**3. Original Exhibit A is replaced with Revised Exhibit A, (rev. June 22, 2020).**

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

Contractor will perform forensic pathology services (autopsies and clinical inspections) for the Coroner as ordered by Coroner and in accordance with the following provisions:

- a. All forensic pathologists of Contractor performing services under this Agreement shall be approved by the Coroner before any services are performed. Contractor shall provide the Coroner an updated list of all forensic pathologists expected to perform services under the Agreement which list shall include the name(s) of the forensic pathologist(s), proof of current medical licensure and board-certification in the field of forensic pathology, and a current resume/*curriculum vitae*. Failure to comply with this requirement shall be deemed a material breach of the Agreement.
- b. All personnel involved in or assisting with Coroner's autopsies will be provided by Coroner.
- c. Contractor shall be available to perform examinations seven days per week on a pre-scheduled as needed basis. The Coroner will notify Contractor by telephone or electronic media including text message or email no later than 5:00 p.m. the day before Contractor is scheduled to perform forensic examinations (for example, by 5:00 p.m. on Saturday, the Coroner will notify Contractor that it will perform forensic examinations on Sunday). Contractor will only be notified if a minimum of two (2) examinations are expected to be performed. If Contractor is for any reason unavailable to perform forensic examinations after receiving notice from the Coroner, Contractor shall immediately inform the Coroner of Contractor's unavailability.
- d. The decision to perform a specialized autopsy (homicide or SIDS), a full autopsy, a limited autopsy, or a clinical inspection / external examination will be at the discretion of the Coroner, the Chief Deputy Coroner, or the Contractor, with the Coroner having final discretion in case of conflict or disagreement. If there are verbal or written objections to an autopsy, the Coroner or the Chief Deputy Coroner in consultation with Contractor will determine what type of examination is to be performed.
- e. Contractor shall submit the form "Autopsy Report to Coroner's Office" at the conclusion of each autopsy or clinical inspection. If data is necessary to complete the report which is not immediately available to Contractor, the form submitted may indicate "deferred." In such cases, the final report will be submitted upon receipt by Contractor of necessary data. Within seven (7) days thereafter, Contractor shall submit a completed face sheet. Complete, dictated autopsy or examination protocols shall be furnished to the Coroner on all cases. The Contractor may use their own protocol template, subject to approval of the template by the Coroner. The protocol shall include a report on the microscopic analysis in cases where Contractor performs a histologic examination. Should Contractor fail to submit required documentation for a given case according to the time limits set forth in this paragraph, payment for pathology services may be withheld until such time as the required documentation is received by the Coroner. A report of preliminary findings shall be furnished the same day as an

examination is completed.

- f. Radiographic or other imaging examinations prior to or during the autopsy will be at the discretion of Coroner, the Chief Deputy Coroner, or the Contractor. Such imaging services shall be paid for by County.
- g. In determining cause of death, Contractor may request necessary histology services from an appropriate provider. The need for such services shall be at the discretion of Contractor. Such histology services shall be paid for by County.
- h. Contractor shall provide medical consultation without additional charge in non-traumatic or apparent natural deaths.
- i. PAP smears will be taken by the Contractor in appropriate cases, at the discretion of the Coroner, the Chief Deputy Coroner, or Contractor, with the Coroner having final discretion in case of conflict or disagreement. Processing of any such PAP smears by an appropriate laboratory shall be paid for by County.
- j. In each case where the need for toxicology tests is determined by the Coroner, the Chief Deputy Coroner, or Contractor, Contractor shall collect and submit for analysis to the toxicology laboratory designated by the Coroner the necessary body fluids and/or tissues. All such toxicology tests shall be paid for by County.
- k. Outside consultation by Contractor that is necessary to determine a cause of death will be at the discretion of Coroner, and once approved by the Coroner, paid for by County.
- l. Contractor shall provide medico-legal testimony when requested for Coroner's inquests.

**4. All other terms and conditions of the agreement dated March 12, 2020, between the County and Contractor shall remain in full force and effect.**

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: FORENSIC DOCTORS GROUP,  
OWNED BY MICHAEL D. HUNTER, M.D.



Contractor Signature

June 22, 2020

Date

Michael D. Hunter

Contractor Name (please print)

COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo  
County

Date:

ATTEST:

By:  
Clerk of Said Board

