AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND FORENSIC DOCTORS GROUP, PC

THIS AMENDMENT TO THE AGREEMENT, entered into this 2nd day of August, 2022, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Forensic Doctors Group, PC, hereinafter called "Contractor";

WITNESSETH:

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 providing forensic pathology services on 1st day of July, 2022; and

WHEREAS, the parties wish to amend the Agreement to increase the not-to-exceed amount.

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 one hundred ten thousand dollars and zero cents (\$110,000.00). 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 pay for work not performed as required by this agreement.

2. Exhibit B of the agreement is amended to read as follows:

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

	Fee			
Description of Service	March 1, 2020 through August 2, 2022	August 3, 2022 through June 30, 2023	July 1, 2023 through June 30, 2024	July 1, 2024 through June 30, 2025
Clinical Inspection (External) and/or Review of Records	\$500.00	\$520.00	\$540.80	\$562.43
Limited Autopsy	\$800.00	\$832.00	\$865.20	\$899.81
Full Autopsy	\$1,850.00	\$1,924.00	\$2000.96	\$2,081.00
Specialized Protocol (SUID/Homicide)	\$2,550.00	\$2,652.00	\$2,758.08	\$2,868.40

A clinical inspection refers to an external examination and review of case history and medical records. A review of records refers to an accepted non-removal case where the decedent does not undergo any type of physical examination but includes a thorough review of medical records and determination of a cause and manner of death. A limited autopsy refers to a partial internal examination. A full autopsy refers to a complete internal examination including cranial vault examination. A specialized protocol refers to a complete internal examination including cranial vault examination and following specialized protocols. Medico-legal testimony at Coroner's inquests shall be paid at the rate of fifty dollars and zero cents (\$50.00) per inquest.

This Agreement does not guarantee services of Contractor will be required and Contractor will only be paid for services performed, as described above.

No later than the 10th of each month Contractor shall submit to Coroner an invoice for services provided including a list of cases in which autopsies were performed during the preceding month. The list should specify case number, name of decedent, date of examination, and type of examination. Payment by County shall be made no later than the 25th day of the month following the month in which the autopsies were performed

3. All other terms and conditions of the agreement dated July 1, 2022, 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, PC

July 27, 2022

Michael D. Hunter, MD

Contractor Signature

Date

Contractor Name (please print)

For County:

COUNTY OF SAN MATEO

Resolution No. 079078(b)

President, Board of Supervisors, San Mateo County

Date: August 2, 2022

Ву:

Clerk of Said Board