

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
PETER A. BENSON, M.D., A FORENSIC PATHOLOGIST**

THIS AMENDMENT TO THE AGREEMENT, entered into this 28th day of January 2020, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and DR. PETER A. BENSON, M.D., A FORENSIC PATHOLOGIST, hereinafter called "Contractor" (together, the "Parties")

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; and

WHEREAS, on February 26, 2019, the Parties entered into an Agreement for performing Forensic Pathology services (the "Agreement"); and

WHEREAS, the Agreement currently has a term of March 1, 2019 through February 28, 2021, and provides payment for services based on set monthly amounts; and

WHEREAS, the Parties wish to amend the Agreement to extend the term of the Agreement and revise the payment and fee schedule from a set monthly payment to a payment by type of examination performed.

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

1. 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 1, 2019 through June 30, 2021.

2. Original Exhibit B of the Agreement is replaced with Revised Exhibit B (rev. 1/28/2020) as follows:

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

PAYMENT BY COUNTY:

Payment by the County to the Contractor for the services described herein shall be paid by type examination performed at the following rates:

- Full autopsy shall be paid at a rate of ONE THOUSAND EIGHT HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$1,850.00);
- Limited autopsy shall be paid at a rate of EIGHT HUNDRED DOLLARS AND ZERO CENTS (\$800.00);
- Clinical inspection and/or review of records shall be paid at a rate of FIVE HUNDRED DOLLARS AND ZERO CENTS (\$500.00); and
- Specialized protocol (including SIDS protocol and homicide protocol) shall be paid at a rate of TWO THOUSAND FIVE HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$2,550.00).

No later than the 10th of each month Contractor shall submit to the Coroner's Office a list of cases and their classification in which autopsies and clinical inspections were performed during the preceding month. Payment by County shall be made no later than the 25th day of the month following the month in which the examinations were performed.

3. All other terms and conditions of the Agreement 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: DR. PETER A. BENSON, M.D., A FORENSIC PATHOLOGIST


Contractor Signature

January 17, 2020
Date

PETER A. BENSON, M.D.
Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board