

ORIGINAL

AGREEMENT FOR SERVICES #042-S1611 (#84) AMENDMENT I

This Amendment I to that Agreement for Services #042-S1611 (#84) made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Michael C. Berry, M.D., an individual, duly qualified to conduct business in the State of California, whose principal place of business is 1000 Fowler Way, Suite 4, Placerville, CA 95667 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, Consultant has been engaged by County to provide selected pathology and related services in Placerville and South Lake Tahoe for the Sheriff's Office, Coroner Division; in accordance with Agreement for Services #042-S1611 (#84) dated July 21, 2015 incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to revise the scope of services of said Agreement, hereby amending **ARTICLE III, Compensation for Services**; and

WHEREAS, the parties hereto have mutually agreed to amend **ARTICLE XIV, Notice to Parties** and **ARTICLE XXV, Contract Administrator**; and

NOW THEREFORE, the parties do hereby agree that Agreement for Services #042-S1611 (#84) shall be amended a first time as follows:

ARTICLE III is hereby amended to read as follows

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Consultant monthly in arrears and within thirty (30) days following the County's receipt and approval of itemized invoice(s) identifying services rendered. For the purposes of this Agreement, the billing rate shall be in accordance with Exhibit "B", marked "Compensation", incorporated herein and made by reference a part hereof.

Total amount of this Agreement shall not exceed \$523,000.

ARTICLES XIV and XXV are hereby amended to read as follows

ARTICLE XIV

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
SHERIFF'S OFFICE
300 FAIR LANE
PLACERVILLE, CA 95667
ATTN: BRYAN GOLMITZ, CAPTAIN

or to such other location as the County directs.

ARTICLE XXV

Administrator: The County Officer or employee with responsibility for administering this Agreement is Bryan Golmitz, Captain, Sheriff's Office, or successor.

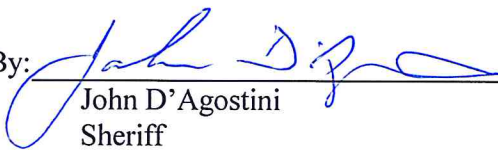
Except as herein amended all other parts and sections of that Agreement #042-S1611 (#84) shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: 
Bryan Golmitz
Captain
Sheriff's Office

Dated: 3/19/18

Requesting Department Head Concurrence:

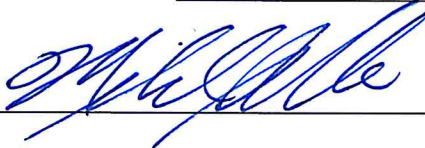
By: 
John D'Agostini
Sheriff

Dated: 3/14/18

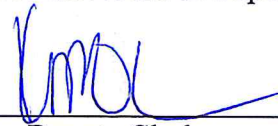
IN WITNESS WHEREOF, the parties hereto have executed this first Amendment to that Agreement for Services #042-S1611 (#84) on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 4/3/2018

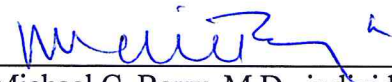
By: 
Chair
Board of Supervisors
"County"

ATTEST:
James S. Mitrison
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 4/3/2018

-- CONSULTANT --

By: 
Michael C. Berry, M.D., individually
"Consultant"

Dated: 3/5/18

**EXHIBIT “A”
SCOPE OF SERVICES**

Consultant Shall:

1. Provide determination of medical cause of death in a timely manner and at the earliest possible time in all cases including, but not limited to, autopsies, gross and microscopic examination of tissues, bacteriological examination, review of medical reports and other such services as are appropriate to determine the cause of death. Consultant shall submit a **complete** written report of findings to Coroner not later than **seventy (70)** working days following performance of the autopsy and/or related services such as toxicology or neuropathology. **Reports which require more than seventy (70) working days to complete requires approval from the Coroner.** Medical transcription services shall be the responsibility of the Consultant.
2. Perform all required autopsies in facilities provided by County unless otherwise agreed between Consultant and Coroner. External examinations shall be performed in facilities in El Dorado County provide by County. Evaluation of medical records shall be performed in Consultant’s office. County shall be responsible for transporting medical records to Consultant.
3. Provide licensed pathologists to perform all required autopsies at least once per day, five days per week, Monday through Friday, unless the Coroner requires no autopsies. The time to be mutually agreed upon by the Consultant and the Coroner. Services shall be provided within twenty-four (24) hours of a request by the Coroner, weekends excluded. The Consultant, upon specific request of the Coroner, shall provide services on weekends and/or at the location where a body is discovered. Consultant to be reimbursed at \$180.00 per hour for this service in addition to the normal autopsy fee.
4. Testify at all civil and criminal proceedings when requested to do so by the District Attorney or County of El Dorado as to any matter relating to autopsy findings.
5. The County shall identify the time at which Consultant shall appear in court for such testimony as is described in #4 above. Consultant shall be reimbursed at an hourly rate of \$180.00 per hour for this service. This same fee also applies to any conferences, liaison, pre-trial conferences, criminal depositions, and exhumations. These reimbursements are to be paid out of the District Attorney’s budget in criminal matters only.

6. The County shall pay all costs of disinterments unless upon disinterment of the body, it is discovered that the Consultant's diagnosis of the cause of death was incorrect, and that the negligence of the Consultant contributed to the diagnosis. In such a case, the Consultant shall pay the cost of disinterment.

County shall:

1. Through the Coroner have sole discretion and jurisdiction control as to which cases, pursuant to Section 27491 of the California Government Code, shall be autopsied.
2. Provide direction to Consultant as to work to be performed, recognizing that Consultant shall use its independent medical judgment in determining how to perform the autopsies.
3. Have the right to approve all personnel employed by Consultant. In the event County disapproves of any such personnel, those person disapproved of shall not be used by Consultant in the performance of this Agreement. Consultant assumes all liability caused by acts or omissions of its personnel while on County property.
4. Furnish to Consultant the physical facilities necessary to perform gross autopsies.
5. Provide all histology services through a histology laboratory. Provide any specialized chemical, bacteriological, immunological and hematological tests as are required.
6. Have sole discretion through the Coroner in granting permission to be present at any post-mortem examination as provided in Section 2749.4 of the Government Code.
7. Provide specialized services to the autopsy staff when needed, including, but not limited to, providing criminalistics, forensic toxicology, clinical chemistry, clinical microbiology, forensic radiology, forensic odontology, forensic neuropathology, entomology, anthropology and anesthesiology.
8. In the event of a major disaster involving ten (10) or more deaths, additional compensation will be negotiated.

EXHIBIT "B"
COMPENSATION

County shall pay the Consultant as follows:

Medical Record Evaluation	\$80.00 per service
External Examination with Toxicology	\$250.00 per service
Routine Autopsy	\$800.00 per service

Services to be provided Monday through Friday, 8:00 a.m. to 5:00 p.m. If the Coroner requests an after-hours service, the Consultant shall be reimbursed \$180.00 per hour in addition to the normal charge for service listed above.

Additional services:

Court Testimony	\$180.00 per hour
Conferences	\$180.00 per hour
Liaison	\$180.00 per hour
Pre-Trial Conferences	\$180.00 per hour
Exhumations	\$180.00 per hour