

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #8371

THIS FIRST AMENDMENT to that Agreement for Services #8371 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 NAAG Forensic PC, a California corporation duly qualified to conduct business in the State of California, whose principal place of business is 11975 El Camino Real, Suite 305, San Diego, CA 92130 (hereinafter referred to as "Contractor");

R E C I T A L S

WHEREAS, Contractor has been engaged by County to provide forensic pathology on an as-needed-basis to its Sheriff's Office, Coroner Unit; pursuant to Agreement for Services #8371, dated 01/11/2024, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement to \$100,000.00 and to include a new fee schedule, amending **ARTICLE III, Compensation for Services**, and adding amended **Exhibit B**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Contractor mutually agree to amend the terms of the Agreement in this First Amendment to Agreement on the following terms and conditions:

- I. **ARTICLE III, Compensation for Services**, Paragraph 3, of the Agreement is amended in its entirety to read as follows:

ARTICLE III

Compensation for Services: The total amount of this Agreement, as amended, shall not exceed \$100,000.00 inclusive of all costs and expenses.

- III. **ARTICLE XIX Conflict of Interest**, is amended in its entirety to read as follows:

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 et seq. and the Political Reform Act of 1974 (section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Consultant and performing work for County and who are considered to be consultant within the meaning of Title 2, California Code of Regulations, section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this

Agreement are consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Consultant covenants that during the term of this Agreement neither it, or any officer or employee of Consultant, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Consultant becomes aware of a conflict of interest related to this Agreement, Consultant shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE XII, Default, Termination, or Cancellation.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Consultant shall complete and sign the attached Exhibit C, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Consultant, if any, to any officer of County.

- IV.** The Agreement shall become effective when fully executed by both parties. Beginning on the effective date of this First Amendment, all references in the Agreement to Exhibit B shall be deemed to refer to the Amended Exhibit B attached hereto and incorporated herein by reference. However, obligations incurred prior to the Effective Date of this First Amendment shall be paid in accordance with the original Exhibit B.

Except as herein amended, all other parts and sections of Agreement for Services #8371 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #8371 on the dates indicated below.

- - COUNTY OF EL DORADO - -

By: _____

Dated: _____

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____

Dated: _____

Deputy Clerk

- - NAAG FORENSIC PC - -

By: _____

Dated: 04/09/2025



Evan Matshes
CEO, Secretary
"Contractor"

Amended Exhibit B



2025 CALIFORNIA SHERIFF-CORONER ON DEMAND RATES

SERVICE	INCLUDES	FLAT RATE
Records review	All professional and paraprofessional time related to the review of investigative and medical records; offer opinion on COD and MOD	\$630
External examination	All professional and paraprofessional time related to the review of investigative and medical records, examination of the external aspects of the decedent with or without specimen collection; offer opinion on COD and MOD; report <u>NOTE</u> – Does not include toxicology testing	\$630
Standard autopsy	All professional and paraprofessional time related to the review of investigative and medical records, examination of the external and internal aspects of the decedent with specimen collection; offer opinion on COD and MOD; report <u>NOTE</u> – Does not include toxicology testing <u>EXAMPLES</u> – Sudden cardiac death, suicidal violence, drug overdose, etc. (any autopsy that does not involve additional pathology studies)	\$2310
Complex autopsy	All professional and paraprofessional time related to the review of investigative and medical records, examination of the external and internal aspects of the decedent with specimen collection; offer opinion on COD and MOD; report <u>NOTE</u> – Does not include toxicology testing; does include all pathology laboratory testing deemed necessary by the case pathologist <u>EXAMPLES</u> – Delayed blunt head trauma, post-operative cardiac death, etc.	\$2835

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**Criminally suspicious death / homicide autopsy**

All professional and paraprofessional time related to the review of investigative and medical records, examination of the external and internal aspects of the decedent with specimen collection; offer opinion on COD and MOD; report

\$2900

NOTE – Does not include toxicology testing; does include all pathology laboratory testing deemed necessary by the case pathologist; includes formal peer review; does not include professional time related to depositions or trial

Pediatric autopsy

All professional and paraprofessional time related to the review of investigative and medical records, examination of the external and internal aspects of the decedent with specimen collection; offer opinion on COD and MOD; report

\$2900

NOTE – Does not include toxicology testing; does include all pathology laboratory testing deemed necessary by the case pathologist; includes formal peer review; does not include professional time related to depositions or trial

Criminally suspicious pediatric death / homicide autopsy

All professional and paraprofessional time related to the review of investigative and medical records, examination of the external and internal aspects of the decedent with specimen collection; offer opinion on COD and MOD; report

\$7900

NOTE – Does not include toxicology testing; does include all pathology laboratory testing deemed necessary by the case pathologist; includes formal peer review; does not include professional time related to depositions or trial

Brain-only autopsy

All professional and paraprofessional time related to the review of investigative and medical records, examination of the external aspects of the decedent with specimen collection; formal neuropathology consultation; report

\$1785

NOTE – Our pathologists perform partial autopsies in very few circumstances, examples include dedicated evaluation for dementia, and suicidal gunshot wounds deaths where the projectile is retained in the head

2025 | STANDARDIZED FORENSIC AUTOPSY RATE SHEET

NAAG FORENSIC PC
Exhibit C
California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than five hundred dollars (\$500) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Contractor's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$500 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

_____ YES X _____ NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$500 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

_____ YES X _____ NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

04/09/2025

Date

NAAG Forensic PC

Type or write name of company


Signature of authorized individual

Evan Matshes

Type or write name of authorized individual