

Michael C. Berry, M.D.

FIFTH AMENDMENT TO AGREEMENT FOR SERVICES #2402

THIS FIFTH AMENDMENT to that Agreement for Services #2402 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 4373 Town Center Blvd. #1238 El Dorado Hills, California 95672 (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide selected pathology and related services in Placerville and South Lake Tahoe for the Sheriff's Office pursuant to Agreement for Services #2402, dated May 1, 2018, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to augment the scope of work, adding **Amended Exhibit A-1, Additional Scope of Services**, covering services rendered on or after the effective date of this Fifth Amendment;

WHEREAS, the parties hereto desire to amend the Agreement to extend the expiration date one (1) additional year to December 31st, 2027, amending **ARTICLE II, Term**;

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement to \$3,600,000.00, because of the extended term of the Agreement, amending **ARTICLE III, Compensation for Services**;

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 Fifth Amendment to Agreement on the following terms and conditions:

- I. Amended Exhibit A-1, marked "Scope of Services", is attached hereto and incorporated herein by reference. As of the effective date of this Fifth Amendment to the Agreement, all references in the Agreement to Exhibit A shall be deemed to refer to the Amended Exhibit A-1 attached hereto, covering services rendered on or after such date. Services rendered before the effective date of this Fifth Amendment shall be governed by the original Exhibit A attached to the Agreement.

- II. The first sentence of **ARTICLE II, Term**, of the Agreement is amended in its entirety to read as follows:

ARTICLE II

Term: This Agreement shall become effective when fully executed by the parties hereto and shall cover the period of May 1, 2018, through December 31, 2027.

- III. The third paragraph of **ARTICLE III, Compensation for Services**, 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 \$3,600,000.00.

Except as herein amended, all other parts and sections of Agreement for Services #2402 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Fifth Amendment to Agreement for Services #2402 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: _____
Deputy Clerk

Dated: _____

-- MICHAEL C. BERRY, M.D. --

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

Dated: 3/5/26

Exhibit A-1

Scope of Services

Contractor 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. Contractor 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 Contractor.
2. Perform all required autopsies in facilities provided by County unless otherwise agreed between Contractor and Coroner. External examinations shall be performed in facilities in El Dorado County provide by County. Evaluation of medical records shall be performed in Contractor's office. County shall be responsible for transporting medical records to Contractor.
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 Contractor and the Coroner. Services shall be provided within twenty-four (24) hours of a request by the Coroner, weekends excluded. The Contractor, upon specific request of the Coroner, shall provide services on weekends and/or at the location where a body is discovered. Contractor 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 Contractor shall appear in court for such testimony as is described in #4 above. Contractor 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 disinterment's unless upon disinterment of the body, it is discovered that the Contractor's diagnosis of the cause of death was incorrect, and that the negligence of the Contractor contributed to the diagnosis. In such a case, the Contractor shall pay the cost of disinterment.

Exhibit A-1

Scope of Services

7. Provide selected pathology and related services for Amador & Alpine Counties on a case by case basis. Pursuant to Specialized Forensic Services Agreement # 2009 with Alpine County and Agreement #2008 with Amador County.

Exhibit A-1

Scope of Services

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 Contractor as to work to be performed, recognizing that Contractor shall use its independent medical judgment in determining how to perform the autopsies.
3. Have the right to approve all personnel employed by Contractor. In the event County disapproves of any such personnel, those person disapproved of shall not be used by Contractor in the performance of this Agreement. Contractor assumes all liability caused by acts or omissions of its personnel while on County property.
4. Furnish to Contractor 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.