

Before the Board of Supervisors in and for the
County of Monterey, State of California

Agreement No. A-11139

Approve and authorize the Contracts/Purchasing Officer)
to execute Amendment No. 2 to Professional Services)
Agreement A-11139 with Dr. John Hain for conducting)
postmortem examinations through the Coroner's Office)
not to exceed the amount of \$320,000.....)

Upon motion of Supervisor Salinas, seconded by Supervisor Calcagno, and carried by those members present, the Board hereby;

Approved and authorized the Contracts/Purchasing Officer to execute Amendment No. 2 to Professional Services Agreement A11139 with Dr. John Hain for conducting postmortem examinations through the Coroner's Office not to exceed the amount of \$320,000.

PASSED AND ADOPTED on this 28th day of June, 2011, by the following vote, to wit:

AYES: Supervisors Calcagno, Salinas, and Parker

NOES: None

ABSENT: Supervisors Armenta and Potter

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 75 for the meeting on June 28, 2011.

Dated: July 5, 2011

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By Christ A. Mel
Deputy

ATTACHMENT "A"

AMENDMENT NO. 2 TO
PROFESSIONAL MEDICAL SERVICES AGREEMENT DATED JULY 1, 2008
WITH JOHN R. HAIN, M.D.

This is an amendment to the Professional Medical Services Agreement No. A11139 between the County of Monterey and John R. Hain, M.D., with an effective date of July 1, 2008 (the "subject contract"). The date of this amendment for references purposes is July 1, 2011.

This Agreement was previously amended by Amendment No. 1, dated March 15, 2011, which clarified Dr. Hain's independent contractor status in relation to the County of Monterey.

This Amendment modifies the existing Agreement, as amended, as follows:

Section 4. NON-EXCLUSIVE SERVICES

The second sentence of this section is deleted and the following language replaces it: "If the CONTRACTOR is temporarily unavailable to provide the services of this Agreement, CONTRACTOR shall provide notice to the COUNTY at the earliest possible time of the CONTRACTOR'S lack of availability and the COUNTY will arrange for another contractor to provide services during that time".

Section 5. COMPENSATION

Section 5.1 "Provider Services" is amended to read as follows: The existing language in Section 5.1 is deleted and the following language replaces it: "Contractor's payment under the contract is based on the number of postmortem examinations performed. Contractor shall receive payment for services at the rate of one thousand dollars (\$1,000.00) per postmortem examination (complete autopsies and external examinations) completed on behalf of the COUNTY. CONTRACTOR will submit an invoice for each month and COUNTY shall provide payment within thirty (30) days of receipt of the invoice. The CONTRACTOR is required to arrange for compensation for postmortem examinations performed on behalf of San Benito or private hospitals directly with the organization requesting the examination, subject to the requirement that the requesting entity has a facility use agreement with the COUNTY".

Section 8. TERMS AND TERMINATION

Section 8.1 "General Provision" is amended to read as follows: "Subject to the provisions contained herein, this Agreement shall commence on July 1, 2008 and remain in full force and effect monthly through June 30, 2012".

All other terms and conditions in the existing agreement, as amended, remain in full force and effect.

Dated: _____

COUNTY OF MONTEREY

**Amendment No. 2 to Professional Medical Services
Agreement Dated 7/1/08 – John R. Hain, M.D.**

By _____
MICHAEL R. DERR
Contracts/Purchasing Officer

Dated: June 20, 2011


JOHN R. HAIN, M.D.

APPROVED AS TO FORM:

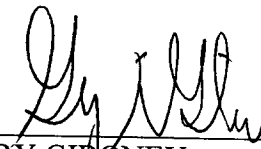
Dated: 6/16/11


TRACI A. KIRKBRIDE
Deputy County Counsel

APPROVED AS TO FISCAL PROVISIONS:

Michael Miller
County Auditor

Dated: _____

By:  8-16-11
GARY GIBONEY
Chief Deputy Auditor-Controller

Steve Mauck
County Risk Management

Dated: _____

STEVE MAUCK