

AMENDMENT #3 TO AGREEMENT A-13884/A-14549**AMENDMENT #3 TO AGREEMENT A-13884/A-14549 BY AND BETWEEN COUNTY OF MONTEREY & AMAR FORENSICS**

THIS AMENDMENT is made to the AGREEMENT for post-mortem forensic examinations, internal dissection, microscopic examinations and autopsy reports, as required by California State Law by and between **AMAR FORENSICS**, hereinafter “**CONTRACTOR**”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “**County**”.

WHEREAS, the County and **CONTRACTOR** originally entered into this Agreement A-13884 on February 27, 2018 (retroactive) with a not to exceed amount of \$848,000.00 and a term date ending on February 26, 2020; and

WHEREAS, the County and **CONTRACTOR** amended the AGREEMENT with Amendment #1, by adding \$880,000.00, and extended the term of the AGREEMENT by two (2) additional years with a new end date of February 26, 2022; and

WHEREAS, the County and **CONTRACTOR** further amended the AGREEMENT with Amendment #2, by adding \$929,000.00, and extended the term of the AGREEMENT with a new end date of June 30, 2023; and

WHEREAS, the County and **CONTRACTOR** wish to further amend the AGREEMENT by adding \$600,000 and extending the term of the AGREEMENT by one (1) year with a new end date of June 30, 2024.

NOW THEREFORE, the County and **CONTRACTOR** hereby agree to amend the AGREEMENT in the following manner:

1. Section 1., “**PAYMENT PROVISIONS**” shall be amended by removing, “*The total amount payable by County to **CONTRACTOR** under this Agreement is not to exceed the sum of \$2,657,000*”, and replacing it with, “*The total amount payable by County to **CONTRACTOR** under this Agreement is not to exceed the sum of \$3,257,000*”.
2. Section 3., “**TERM OF AGREEMENT**” shall be amended by removing, “*The term of this Agreement is from February 27, 2018 to June 30, 2023*” and replacing it with, “*The term of this Agreement is from February 27, 2018 to June 30, 2024*”.
3. Exhibit A – Scope of Services shall be amended by replacing Exhibit A with Exhibit A-1 (effective July 1, 2023), Exhibit C Language Modification is also attached, per Amendment 3, attached hereto.
4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
5. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on May 1, 2018.

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IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

AMAR Forensics

By:

Contracts/Purchasing Officer

Signature of Chair, President, or
Vice-President

Dated: _____

Venus Azar, Owner
Printed Name and Title

Approved as to Fiscal Provisions:

Dated: _____

Deputy Auditor/Controller

By:

Dated: _____

(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Approved as to Liability Provisions:

Printed Name and Title

Risk Management

Dated: _____

Dated: _____

Approved as to Form:

Assistant County Counsel

Dated: _____

***INSTRUCTIONS:** If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

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EXHIBIT A-1

To Agreement A-13884/by and between
Monterey County Sheriff's Office, hereinafter referred to as "County"
AND
Amar Forensics, hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

1. It is agreed by both parties that CONTRACTOR and County will not undertake any activity that may cause CONTRACTOR to be classified as an employee of the County.
2. The following factors are understood and agreed upon by both parties:
 - a. CONTRACTOR is to determine when and how the work is to be done;
 - b. County is not obligated to provide any training to CONTRACTOR;
 - c. The services provided by CONTRACTOR are an integral part of County's operations under state law;
 - d. The services must be rendered personally by CONTRACTOR or a Subcontractor paid for by CONTRACTOR;
 - e. County employees assist CONTRACTOR in carrying out postmortem examination services and task to the extent necessary for the proper and efficient conduct of the Coroner's official duties with regard to the analysis and processing of human remains, exclusive of surgical dissection and interpretation and verbal documentation of findings, which are solely the responsibility of the CONTRACTOR;
 - f. CONTRACTOR is to set their work schedule, which is subject to change at their discretion. CONTRACTOR shall make all reasonable efforts to schedule their work in conjunction with that of Coroner personnel;
 - g. CONTRACTOR does not and is not required to devote their-self full time to the County. CONTRACTOR may provide service to other entities, both public and private;
 - h. CONTRACTOR's work for the County is provided at the County's place of business for the purposes of convenience for both CONTRACTOR and County;
 - i. County shall not direct the sequence in which the CONTRACTOR'S work must be done;

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- j. CONTRACTOR shall provide written reports to the County/Commander regarding each postmortem examination that CONTRACTOR performs. More specifically, ninety percent (90%) of said reports shall be provided to the County/Commander within ninety (90) days of the completion of postmortem examinations pertaining to homicide cases and sixty (60) days of the completion of postmortem examinations of non-homicide cases. For avoidance of doubt, the parties acknowledge that CONTRACTOR shall not be held liable for any delays in providing such reports to County/Commander which arise from circumstances outside of CONTRACTOR's control, including but not limited to insufficient staffing, ineffective dictation and transcription processes. CONTRACTOR and County/Commander shall work collaboratively to resolve any challenges outside of CONTRACTOR's control as it relates providing reports to County/Commander;
- k. CONTRACTOR'S payments under the contract are fees based on the number of post mortem examinations (complete autopsies plus external examinations);
- l. CONTRACTOR'S business and travel expenses are not reimbursable;
- m. County shall furnish some of the tools and materials that may be used by CONTRACTOR although many of the tools and equipment have been donated to County by this CONTRACTOR and other entities;
- n. CONTRACTOR shall obtain the equipment or tools necessary to provide the services and work subject to this contract;
- o. CONTRACTOR accepts that she may incur a loss on the work in certain situations;
- p. Either party may terminate this contract at any time with or without cause on 90 days 'prior written notice to the other, including by email notification, provided that such notice has been received, CONTRACTOR shall continue to process cases and turn in reports within the relevant 60 and 90 day time frames. Notwithstanding any other provisions in this Agreement, both parties agree that a material breach of the Agreement shall allow the non-breaching party to immediately terminate the Agreement by giving written notice to the breaching party. County further acknowledges and agrees that termination of this Agreement does not absolve the County of the responsibility to complete payment for autopsy reports performed and other services rendered prior to receipt of the written notice of termination;
- q. If CONTRACTOR becomes disabled during the term of this Agreement, because of sickness, physical or mental disability, or for any other reason so that they are unable to perform the duties and obligations hereunder, or in the event that the CONTRACTOR and the County agree that CONTRACTOR shall be deemed to have complied in full with the obligations under this Agreement. This Agreement shall terminate immediately upon notice immediately from County. A disability

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under this Agreement shall be determined in the County's reasonable discretion with the benefit of an independent medical examination by a physician;

- r. Subject to availability and budgetary constraints, for the convenience of CONTRACTOR and the County, County shall furnish sufficient space and the usual and customary resources for the proper and prudent provision of postmortem examinations and compensation as agreed to herein. Similarly, County shall keep instruments and equipment in good working order and repair, provided that CONTRACTOR shall be responsible for the cost of repair or replacement of any instruments and equipment that are required due to the act or failure to act by the CONTRACTOR.
3. CONTRACTOR agrees that if CONTRACTOR performs services for any entity outside the County; that the work will be performed under a separate contract(s) and shall not be performed under CONTRACTOR's agreement with County.
 4. Neither party shall be liable for any delay or failure to perform its obligations under this agreement, to the extent that such delay or failure is caused by an event of force majeure. For the purposes of this clause, an event of force majeure refers to any event or circumstance beyond the reasonable control of the affected party, including but not limited to acts of God, natural disasters, war, terrorism, civil unrest, governmental actions, strikes, lockouts, pandemic, or other similar events. In the event of an event of force majeure that hinders or delays the performance of either party's obligations, the affected party shall promptly provide written notice to the other party, detailing the nature of the event and its anticipated impact on the performance of the agreement. The affected party shall make reasonable efforts to mitigate the effects of the event of force majeure and resume the performance of its obligations as soon as reasonably practicable. If an event of force majeure occurs, the time for performance of the affected party's obligations under this agreement shall be extended for a period of time equal to the duration of the event of force majeure. During this extension period, neither party shall be entitled to any claim, cause of action, or remedy against the other party for any loss, damage, or expense arising from the delayed or non-performance of obligations. If an event of force majeure continues for a period of 90 days, either party may have the right to terminate this agreement by providing written notice to the other party. In such case, the termination shall be without penalty or further obligation, except for any rights or obligations that have accrued prior to the termination.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

As full and total compensation for the performance of all the contractual services to be performed by CONTRACTOR pursuant to this Agreement, County shall pay

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CONTRACTOR a fee in the amount of One Thousand Two Hundred dollars (\$1,200) per postmortem examination. CONTRACTOR shall receive payment for services rendered within thirty (30) days of certified invoice (invoice approved by Sheriff's Office) being submitted to County Auditor-Controller.

Per paragraph number 2, subparagraph "j", CONTRACTOR will be billed a 10% penalty on the fee (\$1,200) paid per postmortem exam performed, that a postmortem Report is not provided to the Commander by the 61st day for non-homicide cases and 91st day for homicide cases.

MCSO will provide CONTRACTOR list between 1st and 5th every month of all non-homicide cases 60+ days overdue and all homicide cases 90+ days overdue.

Every month thereafter where case is additional 30 days overdue past original 60+ days for non-homicide or 90+ days for homicides CONTRACTOR will be penalized an additional \$50 each month per case.

Both parties expressly agree and understand that in the event of delays in submitting postmortem reports, CONTRACTOR shall not be subject to any penalties under this Agreement if such delays are beyond CONTRACTOR's control. Factors contributing to such delays may include but are not limited to: (i) inefficiencies in dictation and transcription processes, attributable to limitations in resources provided by the County; (ii) inadequate staffing levels hindering CONTRACTOR's timely completion and submission of reports; and (iii) insufficient medical transcription training and staffing resources. These factors, outside CONTRACTOR's control, shall exempt CONTRACTOR from any penalties that would otherwise be imposed by this Agreement.

B.2 CONTRACTORS BILLING PROCEDURES

Invoicing shall occur monthly. It is preferable to submit invoices and statements electronically to the County's invoice tracking system at:

MCSOSheriff.Fiscal@co.monterey.ca.us

If CONTRACTOR lacks the ability to use this system, hard copy invoices will be accepted via mail addressed to the following location:

Monterey County Sheriff/Coroner's Office
Attention: Fiscal Unit Accounts Payable
1414 Natividad Road
Salinas, CA 93906

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No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by herself or that of her subcontractors.

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT C

To Agreement by and between
Monterey County Sheriff's Office, hereinafter referred to as "County"
AND
Amar Forensics, hereinafter referred to as "CONTRACTOR"

Language Modifications Requested to Standard County Agreement

CONTRACTOR requests the following language changes to the County's Standard Contract. These changes have been discussed with CONTRACTOR, and CONTRACTOR is aware that these changes will require Board of Supervisors Approval.

Section 8.01 is hereby changed to read

CONTRACTOR agrees to indemnify, defend, and hold harmless County, its officers, agents, and employees from and against any and all claims, liabilities, losses, damages to property, injuries to or death of persons, court costs, and reasonable attorney fees occurring or resulting from it's performance of this agreement, including the actions or inactions of the CONTRACTOR, its officers, employees, agents, and subcontractors, unless such claims, liabilities, or losses arise solely out of the negligence or willful misconduct of the County. County agrees to indemnify, defend, and hold harmless CONTRACTOR from and against any and all claims, liabilities, losses, damages to property, injuries to or death of persons, court costs, and reasonable attorney fees occurring or resulting from its sole negligence, including the actions or inactions of County, its officers, agents, and employees.