

**AMENDMENT TO COUNTY OF MENDOCINO
BOARD OF SUPERVISORS AGREEMENT NO. BOS 19-265**

This fourth Amendment to Agreement No. BOS 19-265 is entered into this 20th day of June, 2023, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and Bennet Omalu Pathology, hereinafter referred to as "CONTRACTOR".

WHEREAS, Agreement No. BOS 19-265 was entered into on December 1, 2019; and

WHEREAS, on February 11, 2022 COUNTY entered into the first Amendment to Agreement No. BOS 19-265 with CONTRACTOR to increase the dollar amount set out in original BOS Agreement No. BOS 19-265 from \$1,675,000 to \$1,775,000 due to increased needs of pathology services; and

WHEREAS, on June 7, 2022 COUNTY entered into the second Amendment to Agreement No. BOS 19-265 with CONTRACTOR to increase the dollar amount set out in original BOS Agreement No. BOS 19-265 and Amendment No. 1 from \$1,775,000 to \$2,475,000 due to increased needs of pathology services; and

WHEREAS, on April 11, 2023 COUNTY entered into the third Amendment to Agreement No. BOS 19-265 with CONTRACTOR to increase the dollar amount set out in original BOS Agreement No. BOS 19-265 and Amendments No. 1 and 2 from \$2,475,000 to \$2,670,000 due to increased needs of pathology services; and

WHEREAS, upon execution of this document by the Mendocino County Board of Supervisors and the Contractor, this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, it is the desire of the CONTRACTOR and the COUNTY to increase the total compensation payable to CONTRACTOR set out in Amendment No. 3 of Agreement No. BOS 19-265, from \$2,670,000 to \$3,470,000.

NOW, THEREFORE, we agree as follows:

1. **Amount of agreement:** The amount set out in Amendment No. 3 of Agreement No. BOS 19-265 will be changed from \$2,670,000 to \$3,470,000, with the addition of \$800,000 for services rendered through the end of Fiscal Year 2023-2024.
2. **Payment Terms:** The Payment Terms, Exhibit B, set out in Amendment No. 3 of Agreement No. BOS 19-265 has been altered and a new Payment Terms, Exhibit B, is attached herein with the changes denoted in bold font (specifically Item A-10).

All other terms and conditions of Agreement No. BOS 19-265 and Amendments 1, 2 and 3 shall remain in full force and effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

Darren Brewster
Darren Brewster (Jun 2, 2023 15:11 PDT)

Jun 2, 2023

SHERIFF

DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: 2310

Line Item: SO-862185

Grant: ☐ Yes ☒ No

Grant No.: n/a

COUNTY OF MENDOCINO

By: Glenn McGourty
GLENN MCGOURTY, Chair
BOARD OF SUPERVISORS

Date: 06/20/2023

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: Arac
Deputy 06/20/2023

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: Arac
Deputy 06/20/2023

INSURANCE REVIEW:

By: Darcie Antle
Risk Management

Date: 06/02/2023

CONTRACTOR/COMPANY NAME

By: [Signature]

Date: 06/03/23

NAME AND ADDRESS OF CONTRACTOR:

Bennet Omalu Pathology

3031 West March Lane Suite 323

Stockton, Ca. 95219

PH: 209-636-2822

EM: bennetomal@gmail.com

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: Brina Blanton
Deputy

Date: 06/02/2023

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Cheryl
Deputy CEO

Date: 06/02/2023

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☐ RFP# SO-2019-002

Mendocino County Business License: Valid ☐ Exempt

Exempt Pursuant to MCC Section: _____

EXHIBIT B
PAYMENT TERMS

A. COUNTY shall pay CONTRACTOR per the following instructions:

1. Free Services and Waived Fees:

Bennet Omalu Pathology will not charge for the following services as a good will offer and gesture by Bennet Omalu Pathology to reaffirm that we are partners in service. We shall charge for only direct autopsy related services with no billing for administrative services.

- a. Transportation to and from County of Mendocino: No Charges
- b. Training and continuing medical education: No Charges [Maximum of 4 sessions per year]. If greater than 4 sessions in one year, \$500 per hour
- c. County administrative and committee meetings: No Charges [Maximum of 6 meetings per year] If greater than 6 meetings in one year, \$500 per hour
- d. Transcription services: No Charges
- e. Doctor trip fee: No Charges
- f. Weekly operational supplies: No Charges
- g. Autopsy technician service for tissue grossing: No Charges

2. Direct Autopsy Services:

Bennet Omalu Pathology will not charge the County of Mendocino different and higher autopsy fees for different types of full autopsies including homicide and infant autopsies .Bennet Omalu Pathology believes that all autopsies are autopsies and we do not differentiate types of autopsies based on the type of case or age of the deceased. All full autopsies shall be billed at the same cost. This will save the county \$500 per homicide and infant autopsies.

- a. Full Autopsy \$1,800 per case
- b. Partial or Targeted Autopsy \$1,500 per case
- c. External Autopsy \$1,000 per case
- d. Medical Records Review \$ 500 per case

EXHIBIT B

Payment Terms – page 2

- e. Microscopic Examination \$ 300 per case
 - f. Autopsy Tissue Histology [Hematoxylin and Eosin] \$ 150 per case
 - g. Autopsy Technician Fee \$ 350 per case
 - h. Specimen handling, processing, storage and transportation \$ 50.00 per case
 - i. Autopsy Tissue Immunohistochemistry [All Types] \$ 109 per slide
 - j. Specialized Autopsy Tissue Histochemistry [All Types] \$ 109 per slide
 - k. Review of prior or archival cases and autopsies \$ 500 per hour
[maximum of \$3,000 per case]
 - l. Scene visits and scene investigations \$ 500 per hour
3. Forensic Neuropathology Services:

The College of American Pathologists, National Association of Medical Examiners and American Association of Neuropathologists currently require the whole brain to be fixed in formalin for at least two weeks and comprehensively examined with specified protocols. Brain tissue is processed differently from other tissues in the human body, and only specialized tissue laboratories perform such analysis. In addition to specialized histochemical stains, we also perform specialized immunohistochemical stains that will provide answers to medico-legal questions in homicide cases, child abuse cases and elder abuse cases. The standards of practice as set by these governing agencies and associations state that the brain shall be examined in cases involving Seizure Disorder, Sudden Death in Epilepsy, Excited Delirium, Child Abuse, Elder Abuse, Physical Homicidal Assaults, Sudden Death in an Infant or Child, Intra-Operative Deaths etc. This rate is a highly discounted rate. Bennet Omalu Pathology charges a fee of \$7,500 to \$15,000 for forensic neuropathology examination of cases sent to us from universities, coroners and medical examiners from across the United States. We are reducing this rate by 60-80% for Mendocino County because of the contractual relationship we share.

- a. Whole brain examination with or without spinal cord, pituitary gland and dura mater \$2300 per case
- b. Brain tissue histology \$ 350 per case

EXHIBIT B

Payment Terms – page 3

- c. Brain immunohistochemistry [All types] \$ 109 per slide
- d. Specialized brain histochemistry [All types] \$ 109 per slide

4. Specialized Tissue and Body Fluid Testing and Laboratory Analysis:

Each test including mutational analysis, biochemical analysis, microbiological analysis and toxicologic analysis shall be billed directly for only the laboratory fee charged by the laboratories without any additional fee or cost from Bennet Omalu Pathology.

- a. The County shall be billed only the total laboratory fee with attached invoice from the laboratory or receipt of payment to the laboratory, without any additional fee from Bennet Omalu Pathology.
- b. The per unit cost of these tests are not available and cannot be determined. There are many laboratories across the United States that we use for our services, and there are tens of thousands of unique tests and algorithms than can be performed. It is not reasonably feasible to list all these possible tests performed by different laboratories across the United States. Most of the tests cost from several tens of dollars to several hundreds of dollars. Very few tests may cost one thousand or more, but no test has ever cost more than \$2,500. The most expensive types of tests are rarely, if ever performed, maybe once in five to ten years. For example, a comprehensive test panel for elements and metals and a full genome analysis will each cost about \$2,000 to \$2,500.

5. Specialized Tissue Reagents and Chemicals:

These are all types of specialized tissue reagents and chemicals that are not used routinely for example Osmium Tetroxide and Potassium Dichromate. These types of chemicals are rarely used and may never be used or used once or twice in 5-10 years.

- a. The County shall be billed the total purchase price with attached invoice or receipt of purchase.

6. Autopsy Supplies:

These are all types of supplies for performing autopsies, handling and processing tissue and body fluid samples for example specimen tubes and DNA cards.

EXHIBIT B
Payment Terms – page 4

- a. Bennet Omalu Pathology will bill the COUNTY the total purchase price with attached invoice or receipt of purchase.

7. Expert Witness, Consultations and Testimonies:

- a. Testimony [preliminary hearing, grand jury and trial] \$500 per hour
- b. Pre-trial office or telephone conferences and consultations \$500 per hour
- c. Trial preparation and research \$500 per hour
- d. Composition of all types of reports \$500 per hour
- e. Waiting time in court \$250 per hour

8. Submission of Invoices:

Invoices will be submitted by Bennet Omalu Pathology to the designated Sheriff-Coroner's Office e-mail address as stated in Exhibit B. 9., on bi-weekly basis, by the 15th of every month, and by the 30th of every month [by the 28th for the month of February] for autopsies that have been performed and other services that have been provided. Payments are expected within 30 days of receipt of all invoices.

9. CONTRACTOR will submit invoices addressed to:

Mendocino County Sheriff's Office
951 Low Gap Road
Ukiah, CA 95482
Attn: Fiscal

OR

Email to: accounting@mendocinosheriff.org

CONTRACTOR will include their County vendor # and County contract # on each invoice.

10. Payments under this agreement shall not exceed Three Million Four Hundred Seventy Thousand Dollars (\$3,470,000) for the term of this Agreement.

EXHIBIT B

Payment Terms – page 5

- 11.** CONTRACTOR shall not be required to perform services that would exceed the maximum compensation payment under this agreement unless the contract has been amended by agreement of the parties.