

**THIRD AMENDMENT TO NAPA COUNTY AGREEMENT NO. 170259B
(PREVIOUSLY 7514)**

THIS THIRD AMENDMENT TO AGREEMENT NO. 170259B is made and entered into as of this 1st day of July, 2025 by and between the COUNTY OF NAPA, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and United Forensic Services, P.C., a California corporation, whose mailing address is 448 Ignacio Blvd., Suite 325, Novato, California 94949, hereinafter referred to as “CONTRACTOR.”

RECITALS

WHEREAS, on January 3, 2011, COUNTY and CONTRACTOR entered into Agreement No. 7514 whereby CONTRACTOR agreed to provide to COUNTY, and COUNTY agreed to pay CONTRACTOR for the provision of pathology and pathology-related services; and

WHEREAS, on July 1, 2013, the parties amended Agreement No. 7514 to revise the scope of services to allow Contractor the ability to assign certain autopsies to a secondary, properly accredited, pathology group previously approved by the Sheriff.; and

WHEREAS, upon amendment of Agreement No. 7514, the Agreement was also renumbered and is now known as Agreement No. 170259B (both Agreement No. 7514 and Agreement No. 170259B will hereafter be referred to as “the Agreement”); and

WHEREAS, on July 1, 2019, the parties amended Agreement No. 170259B to extend the term of the contract, scope of services and compensation; and

WHEREAS, the parties now wish to amend the Agreement to extend the term of the contract, scope of services and compensation.

TERMS

NOW, THEREFORE, COUNTY and CONTRACTOR hereby agree to amend the Agreement in the manner set forth below:

- 1) Paragraph 1, **Term of the Agreement**, is amended to read in full as follow:

“1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2027, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23 (a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed in Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention).”

- 2) Paragraph 2, **Scope of Services**, is amended to read in full as follows:

“2. **Scope of Services.** Commencing with the effective date of this Third Amendment, CONTRACTOR shall provide COUNTY those services set forth in Exhibit “A-3,” attached hereto and incorporated by reference herein.”

3) Paragraph 3, **Compensation**, is amended to read in full as follows:

“Compensation.

(a) Rates. Commencing with the effective date of this Third Amendment and in consideration of CONTRACTOR’s fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit “B-3,” attached hereto and incorporated by reference herein.

(b) Expenses. No travel or other expenses will be reimbursed by COUNTY.

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be as set forth in Exhibit “B-3,” provided however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and expenses actually incurred.

4) On and after the effective date of this Third Amendment, all references in the Agreement to Exhibit “A-1” and Exhibit “B-1” shall mean Exhibit “A-3” and Exhibit “B-3,” respectively.

5) Except as provided above, the terms and conditions of the Agreement shall remain in full force and effect as previously approved.

IN WITNESS WHEREOF, the parties hereto executed this Third Amendment to the Agreement as of the date first above written.

UNITED FORENSIC SERVICES, P.C.

By 
JOSEPH I. COHEN, M.D., President

COUNTY OF NAPA, a political subdivision of the State
of California

By _____
ANNE COTTRELL, Chair
Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: S. Darbinian Deputy County Counsel</p> <p>Date: July 7, 2025</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: Neha Hoskins Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT A-3

SCOPE OF SERVICES

I. Services to be provided by CONTRACTOR

CONTRACTOR shall perform the services described below:

- a) Perform autopsies in cases of human deaths in which an examination is determined necessary in accordance with governing laws by authorized representatives of the Napa County Sheriff-Coroner's Office. Such examinations will include microscopic examination when deemed necessary by the CONTRACTOR and/or the Sheriff-Coroner.
- b) Conduct autopsies as soon as possible after notification, generally within two to four working days, but in no case beyond four working days without the approval of the Napa County Sheriff-Coroner or designee based on a triage discussion (by phone, email, or in person) with United Forensic Services Pathologist. Autopsies shall be conducted Monday through Friday between the hours of 8:00a.m. and 5:00p.m., unless specifically requested and /or approved by the Sheriff-Coroner or his or her designee.
- c) Autopsies shall be conducted at the Napa County Sheriff-Coroner's Office, Coroner Facility. In exigent circumstances, the Sheriff-Coroner or her or her designee may designate other autopsy locations.
- d) Order toxicological, microscopic (histological), neuropathological, bacteriological, serological, or other studies be or she may deem necessary from such laboratory (or laboratories) authorized for such services by the Napa County Sheriff-Coroner's Office. County shall arrange for, and bear the cost of these and other necessary ancillary procedures and testing.
- e) Provide verbal feedback and/or scanned and emailed paperwork on the examination findings within twenty-four hours, with scanned or emailed documentation submitted within three business days. Provide final signed autopsy report to department's Coroner's Secretary within 30 days if Cause of Death is certified at the time of autopsy. United Forensic Services (UFS) shall provide an amended Cause of Death certification, for pending cases, within three weeks of receipt of test results and investigative information necessary for completion of Cause of Death certification. UFS shall provide a signed final autopsy report within eight weeks of receipt of test and investigative information necessary for completion of the autopsy report.

PAST-DUE Final Autopsy reports will be defined as signed, final reports that have not been completed within eight (8) weeks of the receipt of test results and investigative information. The Sheriff-Coroner's Office agrees to provide UFS with a list of autopsy reports identified as "PAST-DUE" and upon reaching a threshold of ten "PAST DUE" reports, UFS agrees to subcontract with another pathologist for scope of work identified in this agreement until such time that the primary pathologist for the Napa County Sheriff-Coroner's Office workload is

caught up within less than ten (10) “PAST-DUE” reports. UFS agrees to bear the cost of subcontracting with a different pathologist during the window of time it takes to catch up the PAST-DUE reports and agrees to utilize a pre-screened and approved subcontractor for these services.

A one-time “Grace Period” will apply to this PAST DUE clause in order to allow CONTRACTOR to bring delinquent reports within the terms of the clause without immediately being in violation of the contract. This Grace Period will be in effect from July 1, 2025 until August 31, 2025 (or two months from date of signing, if later than July 1, 2025). Effective September 1, 2025, CONTRACTOR will be considered to be in violation of the PAST DUE clause if PAST DUE reports exceed ten (10) reports, and CONTRACTOR agrees to subcontract with another pathologist for scope of work identified in this agreement until such time that the primary pathologist for the Napa County Sheriff-Coroner’s Office workload is caught up within less than ten (10) “PAST-DUE” reports.

If the “PAST DUE” clause is triggered, CONTRACTOR agrees to work, minimally, one day a week at the Coroner facility regardless of whether or not there are any pending autopsies, examinations, or reviews. This “Office Day” will serve to provide the CONTRACTOR with an uninterrupted window to complete delinquent reports and paperwork until such time as the CONTRACTOR is sufficiently caught up and no longer within the scope of the “PAST DUE” clause. The “Office Day” will be defined by traditional office hours, 8:00am to 5pm, on any weekday, preferably Wednesday or Thursday.

- f) At the request of authorized representative(s) of the Napa County Sheriff-Coroner’s Office, review medical records and/or medical history, view the body to ascertain the probable cause of death, and advise authorized representatives of the Napa County Sheriff-Coroner’s Office concerning the need for an autopsy. This may include contacting physicians to obtain necessary information.
- g) Provide and pay transportation to and from location at which autopsies are performed.
- h) Testify as an expert witness when subpoenaed to do so at any criminal legal proceeding arising in conjunction with Napa County Sheriff-Coroner cases which the CONTRACTOR has conducted an examination. The duties of CONTRACTOR also include testifying as an expert witness called by the County in Coroner’s Inquest, in civil actions or proceedings to which the County or any of its officers or agencies is a party, or in criminal actions or proceedings where the testimony concerns an autopsy or examination that has been performed by CONTRACTOR for the Sheriff-Coroner under this Agreement. Compensation for this testimony is included in Section 3 of Exhibit B-3 of this Agreement. CONTRACTOR may be entitled to expert witness fees during civil litigation related to autopsy services performed for the Sheriff-Coroner. CONTRACTOR shall bill the civil litigant directly for fees outside of this contract.

- i) Provide demonstration autopsy procedures in selected cases when requested to do so by authorized representative(s) of the Napa County Sheriff-Coroner's Office. The case selected for demonstration for autopsy procedure shall be solely at the discretion of the Sheriff-Coroner or his/her designee. For purposes of this provision, a demonstration autopsy is one, which is attended by any person(s) other than the investigating officer, evidence technician, Coroner's Investigator, or personnel, which directly assist in the performance of the autopsy.
- j) Be available 24/7 for phone consultation, every day of the year, at no additional cost, except during periods of authorized absence whereby CONTRACTOR may arrange coverage by a subcontracting pathologist as described in k) below.
- k) Arrange for forensic pathology/autopsy coverage during periods of absence, not to exceed eight (8) weeks (40 days) per year. CONTRACTOR shall provide the department with at least fifteen (15) working days written notice before taking an absence utilizing a subcontractor to provide services to the department who has not been pre-screened and authorized by the Sheriff-Coroner to provide forensic pathology services during CONTRACTOR's absence. CONTRACTOR shall provide the department with at least three (3) working days written notice before taking an absence utilizing a subcontractor to provide services to the department who has been pre-screened and authorized by Sheriff-Coroner to provide forensic pathology services during CONTRACTOR's absence. CONTRACTOR to arrange subcontract services, including liability and other required insurance, and in conformance with paragraph 16 of this Agreement. The department shall compensate the subcontractor directly for services rendered during CONTRACTORs approved absences (vacation). The CONTRACTOR shall be responsible for compensating the approved subcontractor during periods of absence attributed to outside employment, scheduled court appearances, or other professional requirements. As described in paragraph e) above, CONTRACTOR agrees to utilize a subcontractor pathologist that has been pre-screened and authorized by Sheriff-Coroner when utilizing a subcontractor to catch up on reports that the Sheriff-Coroner's Office has identified as "PAST DUE."
- l) At CONTRACTOR's sole cost and expense, attend forensic pathology related trainings, conferences, and meetings as necessary to maintain the minimum requirement for continuing medical education and California medical licensure, and to remain current on topics related to the practice of forensic pathology.
- m) Ensure continued success of Coroner operations, with active participation as requested by Sheriff-Coroner.
- n) CONTRACTOR, at the direction of the Sheriff-Coroner, may from time to time perform autopsies requested by a surviving spouse, parent, child or next-of-kin pursuant to Government Code Section 27520. These shall be considered private autopsies, and CONTRACTOR shall be compensated by the requestion family member at usual and customary fees for such services. Fees shall be consistent with those charged by regional forensic pathologist. Microscopic or other special examinations requested by other persons and/or agencies beyond the requirement of the Sheriff-Coroner for determining the cause and manner of death may be performed with the approval of the Sheriff-Coroner and the next-of-kin. The party requesting such additional services will be billed the usual and customary fees

for such services rendered by CONTRACTOR. If this arrangement were in place, the family request autopsy would not count towards the 33 per year number cap described in Exhibit B-3 related to compensation.

- o) Autopsies performed by the CONTRACTOR at the request of the COUNTY for a Mass Fatality Incident shall not be counted against the CONTRACTORs 33-autopsy cap in any fiscal year. In the event the COUNTY experiences a Mass Fatality Incident exceeding capabilities of CONTRACTOR then COUNTY will request assistance through the Napa Operational Area and State of California Office of Emergency Services Region II Coroner Mutual Aid Coordinator. CONTRACTOR shall not be responsible for cost associated with the services not performed by CONTRACTOR and requested by COUNTY through the Napa Operational Area and State of California Office of Emergency Services Region II Coroner Mutual Aid Coordinator.
- p) Autopsies performed by the CONTRACTOR on behalf of Allied / Out-of-County Agencies (Solano County In-Custody Deaths, Solano County Officer Involved Shootings, etc.) shall not be counted against the CONTRACTORs 33-autopsy cap.
- q) Two (2) scene visits per fiscal year, per availability of CONTRACTOR, at no cost to COUNTY, then \$450 per hour for subsequent scene visits.

II. Services to be provided by COUNTY.

- a) COUNTY shall provide Medical and Forensic Autopsy Assistant at COUNTY's cost.
- b) COUNTY shall provide clerical staff for transcription of autopsy reports from dictation (CONTRACTOR may elect to utilize his own transcription service if preferred).
- c) COUNTY shall provide office space for CONTRACTOR at the Coroner Facility, to include a computer, telephone line, printer, internet access, and IT support.

EXHIBIT B-3

COMPENSATION

Commencing with the effective date of this Third Amendment and continuing throughout the term (from July 1, 2025, to June 30, 2027), the total cost for provisions of the services set forth in this Agreement shall be as follows:

For Fiscal Year 2025-2026: Two Hundred Fifty Thousand Dollars (\$250,000). CONTRACTOR shall invoice COUNTY for monthly installments of this amount, divided evenly among the 12 months. For Fiscal Year 2026-2027: Two Hundred Fifty Thousand Dollars (\$250,000). CONTRACTOR shall invoice COUNTY for monthly installments of this amount, divided evenly among the 12 months

After thirty-three (33) autopsies have been completed by CONTRACTOR in the fiscal year, CONTRACTOR shall be compensated Two Thousand Five Hundred Dollars (\$2500) for each additional autopsy in the fiscal year. The \$2500 fee will be charged for each autopsy over the 33-autopsy cap, and the fee will remain the same for both "routine" autopsies and more complex autopsies (Officer Involved Shootings, Homicides, In-Custody Deaths, etc.). Fee includes all external examinations, medical records reviews and consultations. External examinations, medical records examinations shall not count towards the 33-autopsy count.

For services requested by the Sheriff-Coroner beyond the normal Scope of Services, CONTRACTOR shall be compensated at the rate of Four Hundred Fifty (\$450) per hour.