

AMENDMENT TO THE AGREEMENT  
TO PROVIDE PATHOLOGY SERVICES TO  
SAN MATEO COUNTY CORONER (FORENSIC PATHOLOGY)

THIS AGREEMENT, entered into this 14<sup>th</sup> day of September, 1999, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and PETER A. BENSON, M.D. (hereinafter called "Contractor").

WITNESSETH:

WHEREAS, on September 14, 1999, the parties hereto entered into an agreement (hereinafter referred to as the "Original Agreement") for the furnishing of certain services by Contractor to County as set forth in that Original Agreement; and

WHEREAS, it is now the mutual desire and intent of the parties hereto to amend and clarify that Original Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED between the parties that the Original Agreement is amended as follows:

1. Section 1, Services of Pathologist, Paragraph e, of the Original Agreement is hereby amended to read as follows:

e. In determining cause of death, pathologist shall provide a necessary histology services and microscopic analysis at County's expense. The need for such services shall be at the discretion of the Coroner in consultation with the pathologist.

2. Section 1; Services of Pathologist, Paragraph g of the original agreement is hereby amended to read as follows:

g. Pathologist will take Pap smears in appropriate cases which are to be

processed at County's expense. The need for such services shall be at the discretion of the Coroner in consultation with the pathologist.

3. Section 8, Non-Discrimination of the Original Agreement is hereby amended to read as follows:

8. Non-Discrimination

Contractor shall comply with the non-discrimination requirements described in Schedule C, which is attached hereto, and incorporated herein.

Contractor shall comply with County admission and treatment policies which shall provide that patients are accepted for care without discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, age, handicap, or political affiliation.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject Contractor to penalties, to be determined by the County Manager, including, but not limited to:

- i. termination of this Agreement;
- ii. disqualification of Contractor from bidding on or being awarded a County contract for a period of up to three (3) years;
- iii. liquidated damages of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) per violation;
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to:

- i. examine Contractor's employment records with respect to compliance

with this paragraph;

ii. set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other contractor between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of its response of the complaint when filed.

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that:

1. These amendments are hereby incorporated and made a part of the Original Agreement and subject to all provisions therein.
2. All provisions of the Original Agreement, including all references to audit and fiscal management requirements unless otherwise amended herein-above, shall be binding on all the parties hereto.
3. All provisions of the Original Agreement, including all monitoring and evaluation requirements, shall be applicable to all amendments herein.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that the Agreement of September 14, 1999, be amended accordingly.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hand on the day and year first above written.

COUNTY OF SAN MATEO

PETER A. BENSON, M.D.

By: \_\_\_\_\_  
Jerry Hill, President  
Board of Supervisors

By: *Peter A. Benson*  
Peter A. Benson, M.D.

Dated: \_\_\_\_\_

Dated: *Jan 31, 2002*

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

Dated: \_\_\_\_\_