

**AMENDMENT #1
TO THE 2025 AGREEMENT BETWEEN THE COUNTY OF TEHAMA
AND BENNET OMALU PATHOLOGY**

This Amendment No. 1 to Agreement Number 2025-49 (the “Original Agreement”), with an effective date of March 4, 2025, by and between the County of Tehama, through its Sheriff’s Office (County) and Bennet Omalu Pathology (Contractor) for the resolution of claim exceeding the expired contract’s “not-to-exceed” amount and for provision of clause to address potential costs overruns in an agreement for forensic pathology services which shall be amended as follows

The Original Agreement is hereby amended as follows:

3: COMPENSATION

3.1 Contractor shall be paid in accordance with the rates set forth in Exhibit B, attached hereto and incorporated herein by this reference, after satisfactorily completing the duties described in this Agreement.

3.2 Maximum Compensation payable under this agreement shall not exceed \$100,000.00 per year. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein.

3.3 The amounts paid in accordance with this Subdivision 3.3 shall not go towards any determination whether the Maximum Compensation has been exceeded. Contractor shall be paid up to \$6,000 for services rendered under Agreement 2018-65 which as invoiced would exceed the Maximum Compensation therein. This amendment shall completely resolve all claims and disputes existing prior to March 4, 2025, which are currently known to the parties.

3.4 Contractor shall notify County in the manner specified in Section 18 when the total amount invoiced in a single year reaches 85% of the Maximum Compensation. This notice shall occur with service of the invoice in which the 85% mark has been reached.

3.5 If by the final month of the term of this agreement County has not been invoiced 85% or more of the Maximum Compensation for that final year and the invoice amount for the last month of the term brings the total amount invoiced for the year in excess of the Maximum Compensation by an amount not more than 10% of the Maximum Compensation for that year, County shall pay the full amount invoiced for that last month without need for any additional amendment of this Agreement. Otherwise, Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth

above. Additionally, if Contractor fails to provide notice that the total amount invoiced in a single year reaches 85% of the Maximum Compensation when the total amount invoiced has reached 85% or more of the Maximum Compensation for the final year before the last month's invoice, Contractor shall have no claim against County for payment of any compensation or reimbursement for any amount that exceeds the Maximum Compensation even if the service claimed was provided by the Contractor during the term of this Agreement.

3.6 Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County.

3.7 Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement.

3.8 This Section 3. shall survive the expiration or other termination of this Agreement.

1. All other terms and conditions of the Original Agreement shall remain in effect unchanged during the term of the Agreement.
2. This Amendment, together with the Original Agreement, constitute the entire Agreement of the parties and supersede all previous agreements, writing and oral statements. In the event of any inconsistency or conflict between this Amendment and the Original Agreement, the provisions of this Amendment shall prevail over those of the Original Agreement. This Amendment and the Original Agreement may not be further modified except in a writing signed by both parties.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

COUNTY OF TEHAMA

Date: _____


Dave Kain, Sheriff-Coroner

COUNTY OF TEHAMA

Date: _____

Chairman, Board of Supervisors

Date: 04/02/25



Bennet Omalu, M.D.