

**SECOND AMENDMENT TO SERVICE AGREEMENT**

This Second Amendment to Master Service Agreement (“Second Amendment”) is dated December 3, 2024 (“Effective Date”) and is between County of Fresno, a political subdivision of the State of California, Fresno, California (“COUNTY”), and each of the providers who are signatories to this Agreement, and listed in Exhibit A, and each contractor (each a “Contractor,” and collectively, the “Contractors”), and such additional Contractors as may, from time to time during the term of this Agreement, be added by County.

**Recitals**

WHEREAS, County and Contractors entered into Agreement number 24-014, dated January 9, 2024 (“Agreement”), to enable County to obtain Coroner services, including Postmortem Autopsies and External Examinations for the Sheriff’s Office and case review, research, and other preparations for trial, and pretrial conferences with attorneys on cases that require testimony, as requested from the County, by certified Forensic Pathologists for the County District Attorney’s Office (individually each a “County Department” or collectively as “County Departments”);

WHEREAS, County and Contractors entered into First Amendment to Master Service Agreement number 24-214, dated May 7, 2024 (“First Amendment”), to enable County to add Kelly Kobylanski, DO to the Agreement, lower the insurance requirements for Forensic Pathologists with no employees, and increase the maximum compensation payable with no change in term. The Master Service Agreement, as amended, enables the County to continue Coroner services, including Postmortem Autopsies and External Examinations for the Sheriff’s Office and case review, research, and other preparations for trial, and pretrial conferences with attorneys on cases that require testimony, as requested from the County, by certified Forensic Pathologists for the County Departments (as defined in the First Amendment”);

WHEREAS, Cho Lwin, M.D. (“Dr. Lwin”), whose address is 569 Fairview Avenue, Arcadia, CA, 91007, desires to be added as a contractor to the Agreement, to provide Postmortem Autopsies and External Examinations and for case review, research,

1 neuropathology and other preparations for trial, and pretrial conferences with attorneys on  
2 cases that require testimony, as requested by the County Departments;

3 WHEREAS, County desires to add Dr. Lwin to the Agreement, to increase its list of  
4 Contractors ready to provide Postmortem Autopsies and External Examinations and for case  
5 review, research, neuropathology and other preparations for trial, and pretrial conferences with  
6 attorneys on cases that require testimony services for the County;

7 WHEREAS, County desires to increase the total Agreement compensation payable  
8 amount for services by One Hundred Twenty-Five Thousand Dollars (\$125,000), from Two  
9 Million Five Hundred Thousand Dollars (\$2,500,000) to Two Million Six Hundred Twenty-Five  
10 Thousand Dollars (\$2,625,000); and

11 WHEREAS, County and Contractors are entering into a Second Amendment to the  
12 Agreement in order to add Dr. Lwin and increase the Agreement total compensation payable  
13 amount.

14 NOW, THEREFORE, upon execution of this Second Amendment, County agrees that  
15 First Amendment and Exhibit A-1 are revised, updated, and amended to add Dr. Cho Lwin as a  
16 Contractor:

- 17 1. This Second Amendment shall take effect on the Effective Date.
- 18 2. Exhibit A-1 of the Agreement is deleted in its entirety, and replaced with the new Exhibit  
19 A-2, attached to this Second Amendment, and incorporated by this reference. All references  
20 in the Agreement to Exhibit A-1 shall be replaced with Exhibit A-2.
- 21 3. A portion of Section 3.2 of the Agreement, page 4, lines 3 through 6, is deleted, and  
22 replaced with the following:

23 "In no event shall the total cumulative amount of compensation paid to all  
24 Contractors for services performed under this Agreement exceed Two Million Six  
25 Hundred Twenty-Five Thousand Dollars (\$2,625,000) during the term of this  
26 Agreement."

- 27 4. Article 5, subsection 5.1 is amended to read as follows:  
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1                   **“Contact Information.** The persons and their addresses having authority to give  
2                   and receive notices provided for or permitted under this Agreement include the  
3                   following:

4                   **For the County:**

5                   Sheriff-Coroner-Public Administrator’s Office  
6                   Sheriff’s Captain or Administrative Services Director  
7                   2200 Fresno Street  
8                   Fresno, CA 93721  
9                   Sheriff.Payables@fresnosheriff.org  
10                  Fax: (559) 600-8318

11                  District Attorney’s Business Office  
12                  County of Fresno  
13                  2100 Tulare Street  
14                  Fresno, CA 93721  
15                  [DABusinessOffice@fresnocountyca.gov](mailto:DABusinessOffice@fresnocountyca.gov)  
16                  Fax: (559) 600-4100

17                  **For the Contractors:**

18                  **Thomas L. Bennett, MD**  
19                  **Forensic Medicine & Pathology**  
20                  4205 Solace Street  
21                  Las Vegas, NV 89135  
22                  Forensic Medicine and Pathology, PLLC  
23                  Email: doctor4n6@gmail.com  
24                  Phone: (406) 855-5447

25                  **Christopher Bradley Happy, MD**  
26                  5159 West Blvd  
27                  Los Angeles, CA 90043  
28                  ForensicPathExpert.com  
29                  Email: cbhappy@live.com  
30                  Phone: (808) 476-6515

31                  **Kelly Kobylanski, D.O.**  
32                  9772 Wexford Circle  
33                  Granite Bay, CA 95746  
34                  Email: [kellkoby@yahoo.com](mailto:kellkoby@yahoo.com)  
35                  Phone: (216) 702-7555

36                  **Cho Lwin, MD**  
37                  569 Fairview Avenue  
38                  Arcadia, CA 91007  
39                  Email: Coroner1401@gmail.com  
40                  Phone: (559) 907-3376”

41                  5. The Contractor represents and warrants to the County that:

- 1 a. The Contractor is duly authorized and empowered to sign and perform its obligations  
2 under this Second Amendment.
- 3 b. The individual signing this Second Amendment on behalf of the Contractor is duly  
4 authorized to do so and his or her signature on this Second Amendment legally binds  
5 the Contractor to the terms of this Second Amendment.
- 6 6. The parties agree that this Second Amendment may be executed by electronic signature  
7 as provided in this section.
- 8 a. An “electronic signature” means any symbol or process intended by an individual  
9 signing this Second Amendment to represent their signature, including but not limited  
10 to (1) a digital signature; (2) a faxed version of an original handwritten signature; or  
11 (3) an electronically scanned and transmitted (for example by PDF document)  
12 version of an original handwritten signature.
- 13 b. Each electronic signature affixed or attached to this Second Amendment (1) is  
14 deemed equivalent to a valid original handwritten signature of the person signing this  
15 Second Amendment for all purposes, including but not limited to evidentiary proof in  
16 any administrative or judicial proceeding, and (2) has the same force and effect as  
17 the valid original handwritten signature of that person.
- 18 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,  
19 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part  
20 2, Title 2.5, beginning with section 1633.1).
- 21 d. Each party using a digital signature represents that it has undertaken and satisfied  
22 the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)  
23 through (5), and agrees that each other party may rely upon that representation.
- 24 e. This Second Amendment is not conditioned upon the parties conducting the  
25 transactions under it by electronic means and either party may sign this Second  
26 Amendment with an original handwritten signature.
- 27 7. This Second Amendment may be signed in counterparts, each of which is an original,  
28 and all of which together constitute this Second Amendment.

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- 8. When both parties have signed this Second Amendment, the Second Amendment, First Amendment, and the Agreement together constitute the Agreement.
- 9. The Agreement as amended by this Second Amendment is ratified and continued. All provisions of the Agreement and not amended by this Second Amendment and First Amendment remain in full force and effect.

The parties are signing this Second Amendment, as amended by the First Amendment, on the date stated in the introductory clause.

Cho Lwin, M.D.

COUNTY OF FRESNO

Cho Lwin, MD

Nathan Magsig, Chairman of the Board of Supervisors of the County of Fresno

569 Fairview Avenue  
Arcadia, CA 91007

**Attest:**  
Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

By:   
Deputy

For accounting use only:  
Sheriff-Coroner-Public Administrator  
Org No.: 31117000  
Account No.: 7295  
Fund No.: 0001  
Subclass No.: 10000  
  
District Attorney's Office  
Org No.: 2860  
Account No.: 7295  
Fund No.: 0001  
Subclass No.: 10000

1 By executing this signature page, the Contractor becomes a signatory to this Second  
2 Amendment dated December 3, 2024 and agrees that it is a party to the Agreement, as  
3 amended by the First Amendment, with the County and is bound by its terms.

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4 Contractor

5 Thomas L. Bennett, MD

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8 Thomas L. Bennet, MD  
9 Forensic Medicine & Pathology

10 4205 Solace Street  
11 Las Vegas, NV 89135

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2 Amendment dated December 3, 2024 and agrees that it is a party to the Agreement, as  
3 amended by the First Amendment, with the County and is bound by its terms.

4 Contractor

5 Kelly Kobylanski, D.O

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7 D.O. 11/6/24

8 Kelly Kobylanski, D.O.

9 9772 Wexford Circle  
10 Granite Bay, CA 95746

1 By executing this signature page, the Contractor becomes a signatory to this Second  
2 Amendment dated December 3, 2024 and agrees that it is a party to the Agreement, as  
3 amended by the First Amendment, with the County and is bound by its terms.

4 Contractor

5 Christopher Bradley Happy, MD

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8 Christopher Bradley Happy, MD

9 5159 West Blvd  
10 Los Angeles, CA 90043

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1 **Exhibit A-2**

2 **Scope of Services**

3 Contractors:

- 4 • Thomas L. Bennett, MD (Forensic Medicine and Pathology)
- 5 • Christopher Bradley Happy, MD
- 6 • Kelly Kobylanski, D.O.
- 7 • Cho Lwin, MD

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9 A. Each Contractor shall provide autopsies on cases that are suspicious,  
10 homicides, or undetermined, as well as for cases that are natural, accidental, or suicide.

11 B. Each Contractor shall provide case review, research, and other  
12 preparations for trial, and pretrial conferences with attorneys on cases that require trial  
13 testimony, as requested by County.

14 Price List:

15 Qty	Service Description	Fee
16 1.0	Routine Autopsies	\$2,000
17 1.0	Complicated Autopsies (suspicious, homicides, and Sudden unexpected infant deaths)	\$3,000
18 1.0	External Examinations	\$500
19 1.0	Medical Records Review	No Charge
20 1.0	Case review and research in preparation for and during conferences, depositions, and trials	\$500 per hour with \$4,000 max per day + reasonable travel expenses
21 1.0	Forensic Neuropathology Service/Consultation	\$1,000

22 Notes:

23 Amounts for examinations are per cases and include performance of the examination, medical  
24 and other records review, review of testing utilized to determine the cause and manner of death,  
25 review of histology, and autopsy report preparation, and include transportation and lodging  
26 costs. Hourly rate with a maximum daily rate is for work performed that is unrelated to the  
27 performance of the examinations.  
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\*\*\*The party requesting such services or the subpoenaing party shall pay the fees directly to each Contractor for case review, research and other preparations for trial, pre-trial conferences with attorney/investigators on cases that require testimony.