AMENDMENT NO. 1 TO AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND PEROT SYSTEMS REVENUE CYCLE SOLUTIONS, INC.

THIS	AMENDME	ENT	TO T	THE	AGREEN	ΛΕΝΤ,	entere	ed into	this		day	of
		_, 20	12, by	and	between '	the CO	UNTY	OF SA	N MA	TEO, her	einat	fter
called	"County,"	and	PER	OT S	SYSTEMS	REVE	NUE	CYCLE	SOL	LUTIONS	, IN	C.,
herein	after called	"Con	tracto	r";								

WITNESSETH:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement for the purpose of providing business and consulting services in regards to the revenue cycle operations of the County's hospital and clinics services on May 25, 2010; and

WHEREAS, the parties wish to amend the Agreement to extend the term by one year and increase the maximum amount payable by \$1,500,000, for a new maximum fiscal obligation of \$3,875,000.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

- **1.** The first sentence of subsection B of Section 3 (<u>Payments</u>) of the Agreement is amended to read as follows:
 - B. <u>Maximum Charges</u>. Without the prior written consent of the County, in no event shall the County's total fiscal obligation under this Agreement and all Task Orders exceed \$3,875,000 ("Maximum Charges"), which includes an invoice cap amount of \$3.4 million plus earned SLA Incentives, as defined below.
- **2.** The first sentence of Section 4 (<u>Term and Termination</u>) of the Agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from June 28, 2010 through June 27, 2013.

3. The first two numbered sub-items of subsection (b)(i) ("Outsourced Project –

Accounts from \$5 to \$250 / 19.97% on all payments received on assigned accounts") of Section I (**Onsite and Offsite Billing and Collections Services**) of Exhibit B of the Agreement are amended to read as follows:

- i. 19.97% on all payments received on assigned accounts
 - 1. Anticipated costs during the scope of work \$636,000 \$1,897,000
 - (i) Anticipated cash collections for this scope of work are \$3.2 M \$9.4 M
 - 2. Term is 36 months, subject to the procedures set forth below and in the term of the Agreement.
- 4. The first two numbered sub-items of subsection (a)(i) ("Outsourced Self Pay Project / 6.81% on all payments received on assigned accounts") of Section III (Self Pay Accounts) of Exhibit B of the Agreement are amended to read as follows:
 - i. 6.81% on all payments received on assigned accounts
 - 1. Anticipated costs during the scope of work \$423,000 \$1,204,000
 - (i) Anticipated cash collections for this scope of work are \$6.2 M \$9.0 M
 - 2. Term is 36 months, subject to the procedure set forth below an the term of the Agreement.
- **5.** Exhibit C-1, Task Order for Onsite Billing and Collection Services and RCPR, is hereby deleted from the Agreement. Both parties agree that all services and obligations with respect to such Exhibit C-1 have been completed. Contractor shall have no further obligation to provide or receive compensation for such services under Exhibit C-1.
- 6. All other terms and conditions of the agreement dated May 25, 2010, between the County and Contractor shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

	COUNTY OF SAN MATEO		
	By: President, Board of Supervisors, San Mateo County		
	Date:		
ATTEST:			
By: Clerk of Said Board			
Perot Systems Revenue Cycle Solu	tions, Inc.		
Contractor's Signature			
Nate:			