

**AMENDMENT NO. 2 TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
CONIFER REVENUE CYCLE SOLUTIONS, LLC  
Business Office Technology and Solutions**

THIS AMENDMENT NO. 2 TO THE AGREEMENT, entered into this 28<sup>th</sup> day of June, 2013 ("Amendment Effective Date"), by and between the COUNTY OF SAN MATEO, hereinafter called "County," and CONIFER REVENUE CYCLE SOLUTIONS, LLC ("Conifer"), as successor in interest to Hospital RCM Services, LLC ("Hospital RCM"), hereinafter called "Contractor";

**W I T N E S S E T H:**

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, on May 25, 2010, an Agreement was approved for Perot Systems Revenue Cycle Solutions, Inc. ("RCS") to provide business and consulting services related to revenue cycle operations of the County's hospital and clinics services (the "Agreement"); and

WHEREAS, effective November 2, 2012, the Agreement was transferred from RCS to Hospital RCM by operation of law following a merger of RCS related entities;

WHEREAS, effective upon the Amendment Effective Date, the Agreement is hereby assigned from Hospital RCM to Contractor, and

WHEREAS, the parties now wish to further amend the Agreement to extend the term of the Agreement to December 31, 2013; and increase the maximum amount payable under the Agreement by \$600,000, to an amount not to exceed \$4,475,000.

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

1. Section 3 (titled "Payments"), Paragraph B, of the Agreement is hereby amended and restated in its entirety to read as follows:

"B. Maximum Charges. 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 \$4,475,000 ("Maximum Charges"), which includes an invoice cap amount of \$4,000,000 plus earned SLA Incentives, as defined below. Contractor will track the amount of its actual charges to County under all Task Orders and provide County with a regular status report of such actual charges against the Maximum Charges. Contractor will

provide County with reasonable advance written notice if it determines its actual charges under the Task Orders will exceed the Maximum Charges and seek County's approval to increase the amount of such Maximum Charges. In the event that County does not provide the approval to increase such amount, Contractor will provide County with notice that it will cease providing the Services under all current Task Orders. Effective upon the date set forth in the notice, this Agreement (and thereby all Task Orders) shall terminate. Upon such termination, Contractor shall have no further obligation to County for the matters contemplated by this Agreement and each Task Order."

2. The first sentence of Section 4 titled "Term and Termination", of the Agreement is amended and restated in its entirety to read as follows (with all other provisions of Section 4 remaining unchanged and in full force and effect):

"Subject to compliance with all terms and conditions, the term of this Agreement shall be from June 28, 2010 through December 31, 2013."

3. Sub-item of subsection (b)(i)(2) (titled "Outsourced Project – Accounts from \$5 to \$250") of Section I (titled "Onsite and Offsite Billing and Collections Services") of Exhibit B (titled "Summary of Contractor's Fees") of the Agreement is hereby amended and restated in its entirety to read as follows:

"2. Term is 42 months, subject to the procedures set forth below and in the term of the Agreement."

4. Subsection (a)(i)(2) (titled "Outsourced Self Pay Project") of Section III (titled "Self Pay Accounts") of Exhibit B (titled "Summary of Contractor's Fees") of the Agreement is hereby amended and restated in its entirety to read as follows:

"2. Term is 42 months, subject to the procedures set forth below and in the term of the Agreement."

5. Section 1 (titled "Term") of Exhibit C-2 (titled "Task Order – Billing and Collection Services of Low Balance Insurance") is hereby amended and restated in its entirety to read as follows:

"1. Term. The term of this Task Order shall commence on June 28, 2010 ("Task Order Effective Date") and shall continue for an initial term of forty-two (42) consecutive months ("Initial Term"), unless (i) earlier terminated in accordance with the Agreement or (ii) the provisions of Sections 4(c), 4(d) or 5(c) below. The Initial Term is also referred to as the "Term"."

6. Section 1 (titled "Term") of Exhibit C-3 (titled "Task Order – Billing and Collection Services of Self Pay") is hereby amended and restated in its entirety to read as follows:

"1. Term. The term of this Task Order shall commence on June 28, 2010 ("Task Order Effective Date") and shall continue for an initial term of forty-

two (42) consecutive months ("Initial Term"), unless (i) earlier terminated in accordance with the Agreement or (ii) the provisions of Sections 4(c), 4(d) or 5(c) below. The Initial Term is also referred to as the "Term".

7. As of the Amendment Effective Date, all references in the Agreement to Perot Systems Revenue Cycle Solutions, Inc. shall be deemed to be references to Conifer Revenue Cycle Solutions, LLC.
8. **All other terms and conditions of the agreement dated May 25, 2010, between the County and Contractor that are not expressly amended herein shall remain unchanged and 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

Conifer Revenue Cycle Solutions, LLC

  
\_\_\_\_\_  
Contractor's Signature

Date: 6/17/2013