

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
SOYRING CONSULTING, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2016, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Soyring Consulting, Inc., 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; and

WHEREAS, the parties entered into an Agreement for consulting services on September 24, 2015; and

WHEREAS, the parties wish to amend the Agreement to add additional services, extending the agreement through February 29, 2016 and increasing the amount by \$50,000 to an amount not to exceed \$150,000.

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

1. Section 3, Payments, of the agreement is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration.

2. Section 4, Term, 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 October 1, 2015, through February 29, 2016.

3. Original Exhibit A and Exhibit B are replaced in their entirety with Revised Exhibit A (Rev. 12/9/15) and Revised Exhibit B (Rev. 12/9/15) and copies are attached hereto and

incorporated in the agreement by this reference.

- 4. All other terms and conditions of the agreement dated September 24, 2015, 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

SOYRING CONSULTING, INC.



Contractor's Signature

Date: 01/14/2016

Revised **Exhibit A (Rev. 12/9/15)**

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

Phase 1: Assessment of Sterile Processing for Joint Commission Readiness as requested by the County

Phase 2: Implementation Assistance as requested by the County

San Mateo Medical Center will refrain from soliciting for hire Soyring Consulting employees.

Revised Exhibit B (Rev. 12/9/15)

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Phase 1: Assessment of Sterile Processing for Joint Commission Readiness

- \$30,000 plus expenses for on-site operational assessment team, off-site report preparation, and presentation of findings
- ½ to be due upon the signing of the agreement, Soyring Consulting will submit an invoice
- ½ due upon receipt of the final report, Soyring Consulting will submit an invoice

Phase 2: Implementation Assistance

- Additional weeks are available if needed at a weekly rate of \$7,500 plus expenses
- Fees will be billed at the end of each 4-week increment. For periods less than 4 weeks, the weekly rate will be prorated
- Expenses to be billed at the end of each 4-week increments. Additional weeks of assistance will be billed as incurred

Sterile Processing Department

- \$45,000 plus expenses for 6 weeks of assistance over an 8-week period of on- and off-site time to assist with correction of regulatory issues and improvement activities

Endoscopy Department

- \$22,500 plus expenses for 3 weeks of assistance over a 3-week period of on- and off-site time to assist with findings
 - o Review and revision of policies and procedures
 - o Revision and/or development of documentation to support processes
 - o Assist with procurement of tags for scopes and tag scopes
 - o Provide training and education to staff members
 - o Documentation of activities
 - o Review of work processes and flow/assignments

Expenses will require prior approval from the County for travel, lodging, and related expenses. To the extent that this Agreement authorizes reimbursement to Contractor for travel, lodging, and related expense, the following restrictions apply:

1. Estimated travel expenses must be submitted to the County's contract contact person for advanced written authorization before such expenses are incurred. No travel expenses are reimbursable under this Agreement unless such written pre-authorization is obtained.
2. The maximum reimbursement amount for the actual cost of lodging, meals, and incidental expenses ("LM&I Expenses") is limited to the then-current Continental United

States ("CONUS") rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching www.gsa.gov for the term 'CONUS'). CONUS rates are set by fiscal year and are effective October 1st through September 30th.

3. The maximum reimbursement amount for the actual cost of airline and car rental travel expenses ("Air & Car Expenses") shall be a reasonable rate obtained through a cost-competitive travel service (e.g., a travel or car-rental website). Reimbursable air travel is restricted to economy or coach fares (not first class, business class, "economy-plus," or other non-standard classes) and reimbursable car rental rates are restricted to the mid-level size range or below (i.e., full size, standard size, intermediate, compact, or subcompact). No specialty, luxury, premium, SUV, or similar category vehicles may be submitted for reimbursement. Other reasonable travel expenses ("Other Expenses") such as taxi fares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis.

4. If in doubt about the propriety of LM&I Expenses, Air & Car Expenses, or Other Expenses, Contractor should err on the side of caution and not incur an expense at that level or obtain authorization from the County's contract contact person.

Other expenses, including office support, administrative, and other miscellaneous expenses not listed above will be billed separately at 2% for each phase listed in Exhibit A.

Invoices for services performed in Sterile Processing will be approved by the Director of Materials Management or their designee. Invoices for services performed in Endoscopy will be approved by the Manager of Perioperative Services or their designee. All invoices will be paid within 30 days of receipt.