

**AMENDMENT NO. 7 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
WIPFLI LLP**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 2017, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Wipfli LLP, 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, the parties entered into an Agreement with HFS Consultants for Interim Management Services on October 16, 2013; and

WHEREAS, by Resolution 072934, the parties amended the Agreement on December 10, 2013, to expand the scope of work to include recruitment services, extending the term of the agreement through March 31, 2015, and increasing the amount by \$821,400 to an amount not to exceed \$921,400; and

WHEREAS, the parties amended the Agreement on March 9, 2015, to extend the term of the Agreement through December 31, 2015; and

WHEREAS, the parties amended the Agreement by Resolution 074353 to extend the term of the agreement through June 30, 2016, and increased the amount by \$450,000 to an amount not to exceed \$1,371,400; and

WHEREAS, the parties amended the Agreement by Resolution 074721 to extend the term through September 30, 2016, and increased the amount by \$225,000 to an amount not to exceed \$1,596,400; and

WHEREAS, the parties amended the Agreement on September 12, 2016 to assign the original agreement from HFS Consultants to Wipfli LLP; and

WHEREAS, the parties amended the Agreement on September 15, 2016 to extend the term of the agreement through January 31, 2017 and increased the amount by \$25,000 to an amount not to exceed \$1,621,400; and

WHEREAS, the parties wish to further amend the agreement increasing the amount by \$50,000 to an amount not to exceed \$1,671,400.

**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:
 3. **Payments.** In consideration of the services rendered in accordance with all terms, conditions, and specifications set forth herein and any Exhibit(s) or attachment(s) attached hereto, County shall make payment to Contractor in the manner specified herein and in the attached Exhibits. 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. 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 total payment for services under this Agreement exceed ONE MILLION SIX HUNDRED SEVENTY-ONE THOUSAND FOUR HUNDRED DOLLARS, (\$1,671,400).
2. Revised Exhibit B (rev.9/13/16) is hereby replaced in its entirety with Revised Exhibit B (rev.1/13/17), a copy of which is attached to this Amendment and incorporated into the Agreement by this reference.
3. **All other terms and conditions of the agreement dated 10/16/13, between the County and Contractor shall remain in full force and effect.**

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Wipfli LLP

Gwynn E. Smith
Contractor Signature

2/16/2017
Date

Gwynn E. Smith
Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

**Revised Exhibit B
(rev. 1/13/17)**

Agreement between the County of San Mateo and Wipfli LLP Consultants

1. Amount and Method of Payment

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

	Hourly Rate	Scheduled Hours 10/1/13 thru 1/31/17 and related expenses	Total
Coding Manager			
Consultant	\$145	8,109	\$1,175,900
Estimated Travel, Housing		up to \$7,000 per month	\$252,500
Total (maximum)			\$1,428,400

Billing and Collection Manager	Hourly Rate	Scheduled Hours 10/1/13 thru 06/30/14 and related expenses	Total
Consultant	\$125	1,440	\$180,000
Estimated Travel, Housing		up to \$7,000 per month	\$63,000
Total (maximum)			\$243,000

Wipfli LLP guarantees the placement of the successful candidate(s) for a period of 3 months from his/her start date. If a candidate is released by the client company for performance- qualification-, or personality-related issues during the first 3 months of his/her employment, Wipfli LLP will conduct a new search to replace the candidate for no additional search fee. This excludes candidates who are released for reasons other than job performance, qualification, or personality-related issues, such as a change in ownership, organizational realignment and restructuring. If Wipfli LLP is unable to find a successful candidate during the term of the Agreement, Wipfli LLP shall refund the full amount it received for each such position.

Travel and Housing

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.

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., San Mateo for work done at SMMC) 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. LM&I Expenses are not payable for any employee of Contractor who lives in the San Francisco Bay Area.

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 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.

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 San Mateo Medical Center's Chief Financial Officer (which can be reached at 650-573-3423).