

**AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
TOYON ASSOCIATES, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Toyon Associates, 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;

WHEREAS, the parties entered into an Agreement for third party reimbursement services on January 24, 2012; and

WHEREAS, the parties wish to amend the Agreement to increase the amount by \$380,000 to an amount not to exceed \$917,000.

**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 herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed NINE HUNDRED SEVENTEEN THOUSAND DOLLARS (\$917,000).

2. Original Exhibit A&B is replaced in its entirety with Revised Exhibit A&B (rev. 3-11-14) added to the agreement to read as follows:

See Revised Exhibit A& B attached.

3. **All other terms and conditions of the agreement dated January 24, 2012, 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

Toyon Associates, Inc.

Ronald H. Knapf  
Contractor's Signature

Date: 2/18/14

## Exhibit "A"

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

1. Review / Prepare the annual-AB915 Cost Filing prepared by SMMC. This includes ensuring that the filing has been prepared in compliance with MediCal regulations, summarizing review concerns, recommending changes, and communicating any identified issues with SMMC.
2. Prepare the annual-DSH Eligibility (POS) Filing and provide audit support. This includes providing documents and/or explanations regarding the filing to the auditors and SMMC, reviewing proposed audit adjustments, attending audit conferences, summarizing issues, recommending changes, and communicating any identified issues with SMMC so systemic issues can be identified and corrected.
3. Prepare the annual-Bad Debt Listing for the Cost Report filing and provide audit support. This includes providing documents and/or explanations regarding the filing to the auditors and SMMC, reviewing proposed audit adjustments, attending audit conferences, summarizing issues, recommending changes, and communicating any identified issues with SMMC so systemic issues can be identified and corrected.
4. Review / Prepare the annual-FQHC Payment Reconciliation prepared by SMMC for 9 clinics. This includes reviewing that the reconciliations have been prepared in compliance with MediCal FQHC claiming regulations, summarizing review concerns, recommending changes, and communicating any identified issues with SMMC.
5. Provide annual-FQHC Audit support including appeals for fiscal year filings 2007 through 2012. This includes providing documents and/or explanations regarding the filing to the auditors and SMMC, reviewing proposed audit adjustments, attending audit conferences, summarizing issues, recommending changes, and communicating any identified issues with SMMC so systemic issues can be identified and corrected. This also includes preparing the initial appeal documents and filing for fiscal year 2008 through 2012.
6. Prepare the annual-MediCal & Medicare Cost Report. This includes preparing all work papers for every cost report section to include supporting work papers, ensuring that the work papers were prepared in compliance with MediCal and Medicare regulations, summarizing review concerns, recommending changes, communicating any identified issues with SMMC, preparing any amended returns for fiscal year 2012 through 2014 previously filed cost reports which included unidentified errors.

7. Prepare annual-MediCal & Medicare Cost Report Audit Support. This includes providing documents and/or explanations regarding the filing to the auditors and SMMC, reviewing proposed audit adjustments, attending audit conferences, summarizing issues, recommending changes, and communicating any identified issues with SMMC so systemic issues can be identified and corrected.
8. Review the 2014 annual-Occupational Mix Survey prepared by SMMC. This includes ensuring that the filing has been prepared in compliance with CMS regulations, summarizing review concerns, recommending changes, and communicating any identified issues with SMMC.
9. Prepare the annual-OSHDPD Filing. This includes preparing all work papers for every OSHDPD section including supporting work papers, ensuring that the work papers were prepared in compliance with OSHDPD regulations, summarizing review concerns, recommending changes, communicating any identified issues with SMMC, preparing any amended returns for fiscal year 2012 through 2014 previously filed cost reports which included unidentified errors.
10. Prepare the annual-OSHDPD Audit Support. This includes providing documents and/or explanations regarding the filing to the auditors and SMMC, reviewing proposed audit adjustments, attending audit conferences, summarizing issues, recommending changes, and communicating any identified issues with SMMC so systemic issues can be identified and corrected.
11. Prepare the annual-P14 Cost Report Filing and AB-85 Realignment Filing. This includes preparing all work papers for every P14 section (DSH, SNCP, Uninsured, HCCI, MCE, and Medical FFS) including supporting work papers, ensuring that the work papers were prepared in compliance with CMS and MediCal regulations, summarizing review concerns, recommending changes, communicating any identified issues with SMMC, preparing any amended returns for fiscal year 2008 through 2014 previously filed cost reports which included unidentified errors.
12. Prepare annual-P14 Audit Support. This includes providing documents and/or explanations regarding the filing to the auditors and SMMC, reviewing proposed audit adjustments, attending audit conferences, summarizing issues, recommending changes, and communicating any identified issues with SMMC so systemic issues can be identified and corrected.
13. Review and provide guidance regarding other Reimbursement filings. This includes providing assistance with the annual PIP payment survey, bi-annual CRRP cost filing, ongoing CMS and DHCS time study questions, quarterly LTC Supplemental claims, annual MUR and LIUR DSH eligibility filing, and OBRA Limit, CAP day, and Managed Care day filing.

14. Perform Special Projects as identified and approved by San Mateo Medical Center. Example projects, subject to approved scope, could include: Charity Care compliance review, Medicare DSH Bed review, FQHC strategy review, Capitation review, IGT review, and AOC review. All special projects will include a project deliverable. This will include a summary of the current process, current regulations affecting project, best practices, recommendations (including policy and procedures), and an implementation plan.

15. Perform Education and Training as identified and approved by San Mateo Medical Center. Estimated hours as follows:

	CY 1	CY 2	CY 3
Monthly SMMC Impact Meeting	36	36	36
Cost Report (Medicare & Medical, to include annual compliance training)	76	60	60
P14	46	28	28
OSHPD	32	20	20
FQHC	8	8	8
Other	16	8	8
Estimated Training Hours Total	214	160	160

16. Additional appeal services may be provided for Medicare and MediCal appeals, and contractor will provide the hospital guidance with the AB 85 Realignment.

**Exhibit "B"**

- A. In consideration of the services provided by Contractor in Exhibit "A", County will pay Contractor based on the following fee schedule:

<b>POSITIONS</b>	<b>TERMS AND HOURLY RATES</b>		
	<b>1/1/12-12/31/12</b>	<b>1/1/13-12/31/13</b>	<b>1/1/14-12/31/14</b>
Vice President	\$255.00	\$265.00	\$275.00
Director	\$185.00	\$190.00	\$195.00
Senior Consultant	\$135.00	\$140.00	\$145.00
Staff	\$105.00	\$110.00	\$115.00

- B. The professional fees for projects 1 through 15 listed above will be based on a flat fee per year which will include a six percent discount for paying on a monthly retainer basis. The professional fees for project 16 will be based on direct hours times the applicable rate. Expenses incurred such as travel, copies, telephone, etc. will be billed in addition to the professional fees.

<b>Services</b>	<b>1/1/12-12/31/12</b>	<b>1/1/13-12/31/13</b>	<b>1/1/14-12/31/14</b>
Flat Fee Projects 1,2,3,4,6,8,9,10, 16	179,000	133,500	93,575
Projects: 5, 7,12, 13,14,15, 16	25,000	25,000	438,425
Expenses	7,500	7,500	7,500
<b>Total Contract</b>	<b>211,500</b>	<b>166,000</b>	<b>539,500</b>

- C. Monthly invoicing will include a breakdown of the hours spent on each project listed above by position and year of the project worked on.
- D. The actual scope of the services to be provided and the tasks to be performed will be based on the approval from the Chief Financial Officer or designee in advance of the delivery of the services.
- E. For travel, lodging, and related expenses, the following restrictions apply:

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](http://www.gsa.gov) for the term 'CONUS'). CONUS rates are set by fiscal year and are effective October 1st through September 30th.

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 Materials Management (which can be reached at 650-573-3611).

Invoices will be approved by the Chief Financial Officer and paid within 30 days of receipt of invoice.