

**AMENDMENT NO. 1 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
HFS CONSULTANTS**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2013, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and HFS Consultants, 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, the parties wish to amend the Agreement to expand the scope of work to included recruitment services and extend the term of the agreement to March 31, 2015.

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

1. Section 2 Contract Term of the agreement is amended to read as follows:
 2. **Contract Term.** The term of this Agreement shall be from October 15, 2013, to March 31, 2015, unless terminated earlier by the County.
2. Section 3 Payments is added to the agreement 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 Exhibit A. 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 NINE HUNDRED TWENTY-ONE THOUSAND FOUR HUNDRED DOLLARS (\$921,400).
3. Original Exhibit "A" and Exhibit "B" are replaced in their entirety with Revised

Exhibit A (Revised 10/23/2013) and Revised Exhibit B (Revised 10/23/2013), a copy of each of which is attached to this Amendment and incorporated by this reference.

4. Section 22 is added to the Agreement to read as follows:

22. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that a contractor shall have and adhere to a written policy providing that its employees, to the extent they live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code."

5. **All other terms and conditions of the agreement dated October 16, 2013, 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

HFS Consultants



Contractor's Signature

Date: 11/8/2013

Revised Exhibit A (rev. 10/23/13)
Agreement between the County of San Mateo and HFS Consultants

1. Description of Services to be Performed by Contractor

In consideration of the payments set forth in Section 2, **Amount and Method of Payment**, Contractor shall provide the following services:

An Interim Chief Revenue Officer (CRO) will be provided by Contractor to support San Mateo Medical Center's (SMMC) finance department during the ICD-10 implementation. In addition, the CRO will coordinate with the SMMC billing staff to resolve the denied payment write-offs and reduce point of service collections over the term of the Agreement.

HFS Consultants (HFS) will also provide an Interim Billing Collection Manager to support the billing department until the current vacancy can be filled.

In addition, HFS will provide recruitment services for three vacant Financial Services Manager II positions.

Revised Exhibit B (rev. 10/23/13)
Agreement between the County of San Mateo and HFS 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 03/31/15 and related expenses	Total
Chief Revenue Officer			
Consultant	\$145	3,120	\$452,400
Estimated Travel, Housing		up to \$7,000 per month	\$126,000
Total (maximum)			\$578,400

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

Recruitment Services	Rate per Successful Placement
Financial Services Manager II (3 Positions)	22.5% of each position's first year annual compensation, with a maximum amount payable for all three positions collectively of \$100,000. County and Contractor shall agree on the specific amount for each placement based on the 22.5% amount and \$100,000 cap. (payable upon first day of each placement)

HFS 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, HFS 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 HFS is unable to find a successful candidate during the term of the Agreement, HFS 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).