

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
KEVIN W. HARPER, CPA & ASSOCIATES**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2013, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and KEVIN W. HARPER, CPA & ASSOCIATES, 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 on January 24, 2012, to provide support and assistance to the Chief Financial Officer and Manager of the Accounting Department of the San Mateo Medical Center with a maximum amount not to exceed \$100,000 for the term January 1, 2012, to December 31, 2012; and

WHEREAS, the parties amended the Agreement to extend the term of the agreement to December 31, 2013, and increase the maximum amount by \$140,000 to a maximum not to exceed \$240,000; and

WHEREAS, the parties wish to further amend the Agreement to extend the term of the agreement to December 31, 2014, and increase the maximum amount by \$200,000 to a maximum amount not to exceed \$440,000; and

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 January 1, 2012, to December 31, 2014, unless terminated earlier by the County.
2. 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 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. 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 total payment for services under this Agreement exceed FOUR HUNDRED FORTY THOUSAND DOLLARS (\$440,000).

3. Original Exhibit "A" and Exhibit "B" are replaced in their entirety with Revised Exhibit A (Revised 12/10/13) and Revised Exhibit B (Revised 12/10/13), a copy of each of which is attached to this Amendment and incorporated by this reference.
4. **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

KEVIN W. HARPER, CPA & ASSOCIATES

Kevin W Harper
Contractor's Signature

Date: 11/10/13

Exhibit A (Revised 12/10/13)

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

- . In consideration of the payments set forth in Exhibit "B", Contractor shall provide the following services:
 - A Contractor will provide support and assistance to the Controller of SMMC, including:
 - 1. Assisting the Chief Financial Officer (CFO) of SMMC in directing the Controller, including answering technical questions and supervising the Accounting Department.
 - 2. Coordinating risk assessment and control documentation.
 - 3. Performing other tasks as requested by the CFO.

Provide accounting assistance related to certain recurring and annual tasks.
Provide two experienced senior accountants part-time until permanent staff are hired.

Exhibit B (Revised 12/1013)

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

- A. In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:
 - 1. Partner \$195 per hour
 - 2. Senior Accountant \$124 per hour
- B. Out of pocket and travel expenses will not be billed.