

**AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
HARDESTY, LLC**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Hardesty, LLC, 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 Interim Controller services on September 19, 2013; and

WHEREAS, the parties wish to amend the Agreement to extend the term of the agreement to August 31, 2014, and increase the amount by \$243,200 to an amount not to exceed \$343,200.

**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:

**Contract Term.** The term of this Agreement shall be from September 1, 2013, through August 31, 2014, unless terminated earlier by the County.

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

**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 B. 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 THREE HUNDRED FORTY THREE THOUSAND TWO HUNDRED DOLLARS (\$343,200).

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 September 19, 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

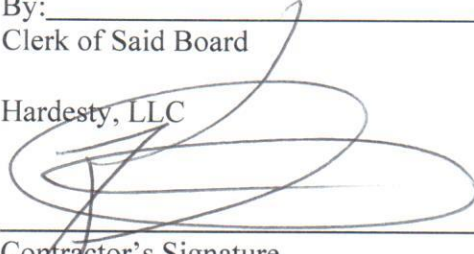
By: \_\_\_\_\_  
President, Board of Supervisors, San Mateo County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

Hardesty, LLC

  
Contractor's Signature

Date: 9/30/13

### Exhibit A

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

An Interim Controller to support the San Mateo Medical Center's (SMMC) finance department until the permanent position is filled. This position will report directly to SMMC's Chief Financial Officer.

The interim controller will work with the Chief Financial Officer to help recruit several key positions that are currently vacant: Director of Reimbursement; Budgeting Director.

In addition this position will have the following positions directly reporting to them:

- Interim Supplemental Income Manager
- Director of Reimbursement (Currently an Open Position)
- Budgeting Director (Currently an Open Position)
- Accounts Payable Manager
- Payroll
- General Ledger
- Cashier

## **Exhibit B**

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:

In consideration for professional services provided, San Mateo Medical Center (SMMC) will pay Hardesty, LLC (Hardesty) \$165.00 per hour for an estimated 2,080 hours for the term of the agreement. The fees will include benefit days that would be comparable to the plan you have currently in use for an employee at this level. Invoices will be approved by the Chief Financial Officer and paid within 30 days of receipt of invoice.

If at any time during the term of this Agreement and for the 12-month period following the termination or expiration of this Agreement, SMMC or any of its subsidiaries or affiliates employs the Hardesty Resource, or engages the Hardesty Resource as an independent contractor, SMMC will pay Hardesty a placement fee in an amount equal to 30% of the annualized total compensation.

Hardesty will not use SMMC's logo and name on Hardesty's website and other marketing materials for the sole purpose of identifying SMMC as a client of Hardesty. Hardesty will not use SMMC's logo or name in any press release or general circulation advertisement without SMMC's prior written consent.