

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

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 2014, 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, on October 22, 2013, the parties amended the agreement to extend the term to August 31, 2014, and increase the amount by \$243,200 to an amount not to exceed \$343,200.

WHEREAS, the parties wish to further amend the agreement to expand the scope of work to include an Interim Accounting Manager and the placement fees for a permanent Controller and Accounting Manager extending the term through December 31, 2014 and increase the amount by \$547,200 to an amount not to exceed \$890,400.

**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 December 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 EIGHT HUNDRED

NINETY THOUSAND FOUR HUNDRED DOLLARS (\$890,400).

3. Original Exhibit A & B is replaced with Revised Exhibit A & B, (rev 4-08-14).

Exhibit A & B are replaced in their entirety.

4. 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: 3-11-14

Revised Exhibit A (rev. 4-8-14)

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

An Interim Reimbursement Manager and an Interim Accounting Manager to support the San Mateo Medical Center's (SMMC) finance department until the permanent positions can be filled. These positions will report directly to SMMC's Chief Executive Officer or their designee.

The Interim Reimbursement Manager and the Interim Accounting Manager will work with the Chief Executive Officer or their designee to help recruit several key positions that are currently vacant: Director of Reimbursement; Budgeting Director.

The Interim Reimbursement Manager 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

Revised Exhibit B (rev. 4-8-14)

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 4,760 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 Executive 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 in an amount not to exceed \$105,000.

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.