

**AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF SAN MATEO AND COSTANDI, IMUS & LAMBERT, LLC
FOR CONSULTING SERVICES**

THIS AGREEMENT, entered into this ____ day of _____, 2004,
by and between the COUNTY OF SAN MATEO (hereinafter called "County") and
COSTANDI, IMUS & LAMBERT, LLC (hereinafter called "Contractor"),

WITNESSETH:

WHEREAS, on January 30, 2004, the parties hereto entered into an agreement (hereinafter referred to as the "Original Agreement") for the furnishing of consulting services by Contractor to County as set forth in that Original Agreement, subsequently amended on July 16, 2004; and

WHEREAS, it is now the mutual desire and intent of the parties hereto to amend and clarify that Original Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED between the parties that the Original Agreement is amended as follows:

1. Section 2.06, Compensation, of the Original Agreement is hereby amended to read as follows:

"2.06 Compensation

Client agrees to pay CIL in accordance with the attached EXHIBIT A, Fees, plus reimbursement of reasonable expenses including travel and living expenses approved in advance by Client which are necessitated by the work undertaken as part of this Agreement and any special hardware or software CIL is required to purchase in order to efficiently fulfill this contract. In no event shall the total payment to CIL exceed \$148,640. Notwithstanding the foregoing, CIL shall not bill to Client as expenses any costs associated with the normal cost of doing business, including, but not limited to, rent, utilities, depreciation on equipment, or employee compensation.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that:

1. These amendments are hereby incorporated and made a part of the Original Agreement and subject to all provisions therein.
2. All provisions of the Original Agreement, including all references to audit and fiscal management requirements unless otherwise amended hereinabove, shall be binding on all the parties hereto.
3. All provisions of the Original Agreement, including all monitoring and evaluation requirements, shall be applicable to all amendments herein.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that the Agreement of January 30, 2004, be amended accordingly.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hand on the day and year first above written.

COUNTY OF SAN MATEO

COSTANDI, IMUS & LAMBERT, LLC

By: _____
Mark Church, President,
Board of Supervisors
San Mateo County

By: _____

Date: _____

Date: ~ / 3 (~

ATTEST:

By: _____
Clerk of Said Board

Date: _____

COUNTY OF SAN MATEO
SAN MATEO MEDICAL CENTER
MEMORANDUM

Date: August 30, 2004
To: Priscilla Morse, Risk Management/ Pony U EPS 163 ~ # 363-4864
From: Tere Larcina, San Mateo Medical Center/Pony # HOS316/Fax # 2267
Subject: Contract Insurance Approval

CONTRACTOR: Costanth, imus & Lambert, LLC

DO THEY TRAVEL

PERCENT OF TRAVEL TIME

NUMBER OF EMPLOYEES: More than one.

DUTIES (SPECIFY): Costandi, Imus & Lambert, LLC shall provide consulting services to San Mateo Medical Center to assist with the implementation of Siemens Decision Support Solution (DSS).

COVERAGE:	Amount	Approve	Waive~	Modify
Comprehensive Liability:	___		___	___
Motor Vehicle Liability:	___		___	___
Professional Liability:	___		___	___
Worker~s Compensation:	___		___	___

J~EMARKS/COMMENT~

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SIGNATURE