

**THIRD AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
INTEROPERABILITY BIDCO, INC. DBA RHAPSODY.**

THIS THIRD AMENDMENT TO THE AGREEMENT, entered into this _____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and INTEROPERABILITY BIDCO, INC. dba RHAPSODY, hereinafter called "Contractor";

WITNESSETH:

WHEREAS, on June 16, 2015 the parties entered into an agreement for NextGate Enterprise Master Person Index (EMPI) Software and support services in an amount not to exceed \$1,083,392; and,

WHEREAS, on March 29, 2019 the parties entered into a first amendment to the Agreement to add section 6.1 entitled "Additional Services" to the agreement with no additional fiscal impact; and

WHEREAS, on December 4, 2023 the parties entered into a second amendment to the Agreement to update Contractor's doing business as name from InterOperability Bidco Inc. to Rhapsody with no additional fiscal or term impact; and

WHEREAS, the parties wish to enter into a third amendment to the Agreement to extend the term an additional two years through June 15, 2027, and to increase the County's fiscal obligation by \$65,814 to an amount not to exceed \$1,149,206.

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

1. Section 3, Payments is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to contractor based on the rates and in the manner specified in Exhibit B. 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 County's total fiscal obligation under this Agreement exceed one million one hundred forty-nine thousand two hundred six (\$1,149,206). 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 or expiration.

2. Section 4, Term is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from June 16, 2015 through June 15, 2027.

3. All other terms and conditions of the Agreement between County and Contractor, shall remain in full force and effect.

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: InterOperability Bidco, Inc. dba Rhapsody

DocuSigned by:

1851ECC7A0E9472...
Contractor Signature

April 15, 2025
Date

Jeff Chiumiento
CFO
Contractor Name (please print)

For County:

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board