

**THIRD AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
ADVANCE REVENUE CYCLE, INC., D/B/A COLBURN HILL GROUP**

THIS THIRD AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2020, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Advance Revenue Cycle, Inc., d/b/a Colburn Hill Group, 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 patient accounts receivable management software system services on January 8, 2019 for the term of January 1, 2019 through December 31, 2021, in an amount not to exceed \$1,000,000; and

WHEREAS, on April 2, 2020, the parties amended the Agreement to add additional patient financial services; and

WHEREAS, on April 23, 2020, the parties amended the Agreement to add an additional remote associate and reassign the original agreement from Pincrest Partners Healthcare dba Colburn Hill Group to Advance Revenue Cycle, Inc., d/b/a Colburn Hill Group, an Illinois limited liability company; and

WHEREAS, the parties wish to further amend the Agreement extending it through December 31, 2023 and increasing the maximum amount by \$700,000 to a new maximum amount not to exceed \$1,700,000.

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

1. Section 3, Payments, of the Agreement is hereby replaced 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 Exhibits A, C, E and H, 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 SEVEN HUNDRED

THOUSAND DOLLARS (\$1,700,000). 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. Contractor is not entitled to payment for work not performed as required by this Agreement. All invoices must be approved by the Chief Financial Officer or their designee and paid within 30 days of receipt of the invoice. Invoices must be sent to: SMMC-Accounts-Payable@smcgov.org. Processing time may be delayed if invoices are not submitted electronically.

2. Section 4, Term, of the Agreement is hereby replaced as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 1, 2019, through December 31, 2023.

3. **All other terms and conditions of the agreement dated January 8, 2019, as amended, between the 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: ADVANCE REVENUE CYCLE, INC., D/B/A COLBURN HILL GROUP


Contractor Signature

7/8/2021
Date

Jeffrey D. Means
Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board