

**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
HARMONY HEALTHCARE, LLC**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2024, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Harmony Healthcare, 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 coding services on October 5, 2021 for the term of November 1, 2021 through October 31, 2026, in an amount not to exceed \$1,250,000; and

WHEREAS, the parties wish to amend the Agreement to add additional coding services and increase the amount of the agreement by \$2,750,000, to an amount not to exceed \$4,000,000.

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

1. Section 3, Payments of the agreement 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 FOUR MILLION DOLLARS (\$4,000,000). 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 Director of Health Information Management 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. Original Exhibit A and Exhibit B are hereby replaced with Revised Exhibit A, (rev. 8/5/24) and Revised Exhibit B, (rev. 8/5/24) respectively, copies of which are attached hereto and incorporated into the Agreement by this reference.
3. **All other terms and conditions of the agreement, 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: Harmony Healthcare, LLC


Contractor Signature

8/12/2024
Date

Brandon Martin
Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Revised Exhibit A

(rev. 8/5/24)

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

Contractor shall provide the following services/deliverables:

1. ICD-10 and CPT coding, abstracting and data input support remotely as needed within three days of records being made available.
2. Coding accuracy rate of ninety-five percent (95%) or above.
3. Semi-annual quality measurement reports as evidence of ongoing evaluation of coding accuracy.

Contractor shall keep all patient information confidential and shall comply with all SMMC compliance requirements, including compliance training requirements.

Additional Services starting October 1, 2024:

1. Contractor is to conduct a prebill review of 10 professional fee accounts per coder. Once those accounts have been reviewed and the auditor has validated a score of 95% or higher, coder would move into production coding.
 - a. In the instances where consultants do not meet the expected quality score, additional accounts would be reviewed, and education specific to our findings would be provided to help ensure Coder meets the 95%+ accuracy score. In the extreme instance the coder cannot make it to a mutually agreed upon quality standard, that coder would be offboarded from the account.
2. Contractor will conduct quarterly quality reviews of 20 charts per quarter for each full-time coder, and 10 charts per quarter for each part-time coder.
 - a. In the instances where consultants do not meet the expected quality score, additional accounts would be reviewed, and education specific to our findings would be provided to help ensure Coder meets the 95%+ accuracy score. In the extreme instance the coder cannot make it to a mutually agreed upon quality standard, that coder would be offboarded from the account.

Revised Exhibit B
(rev. 8/5/24)

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Position	Hourly Rate
Hospital ED Coder	\$58.00
Hospital OP Coder	\$58.00
Hospital IP Coder	\$64.00
Professional Fee Clinic Coder	\$56.50
Hospital IP Auditor	\$92.00
Hospital OP Auditor	\$89.00
Professional Fee Clinic Auditor	\$87.00
CDI Specialist (Remote)	\$94.00
CDI SPECIALIST (On-Site)	\$99.00
Clinical Abstraction/Registry Services	\$65.00

New rates starting on October 1, 2024:

Position	Hourly Rate
Hospital ED Coder	\$58.00
Hospital OP Coder	\$58.00
Hospital IP Coder	\$64.00
Professional Fee Clinic Coder	\$59.00
Professional Fee Coding Lead	\$64.00
Hospital IP Auditor	\$92.00
Hospital OP Auditor	\$89.00
Professional Fee Clinic Auditor	\$87.00
CDI Specialist (Remote)	\$94.00
CDI SPECIALIST (On-Site)	\$99.00
Clinical Abstraction/Registry Services	\$65.00