

**FIFTH AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
DELIVERHEALTH SOLUTIONS LLC**

THIS AMENDMENT TO THE AGREEMENT, entered into this 22nd day of March, 2024, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and DeliverHealth Solutions 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, Nuance Communications Inc. and the County of San Mateo entered into an Agreement for transcription services on January 29, 2019 for the term of September 1, 2018 through August 31, 2021 in an amount not to exceed \$675,000; and,

WHEREAS, on June 8, 2021, the parties amended the Agreement to assign the original Agreement from Nuance Communications, Inc. to DeliverHealth Solutions LLC effective March 1, 2021; and,

WHEREAS, on July 15, 2021, the parties amended the Agreement to extend the term of the Agreement by 2 years through August 31, 2023; and,

WHEREAS, on July 7, 2023, the parties amended the Agreement to extend the term of the Agreement through December 31, 2024; and

WHEREAS, on February 28, 2024, the parties amended the Agreement to increase the amount of the agreement by \$15,000 to an amount not to exceed \$690,000; and

WHEREAS, the parties wish to amend the Agreement to extend the term of the agreement through August 31, 2025 and increase the amount of the agreement by \$100,000 to an amount not to exceed \$790,000.

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 SSEVEN HUNDRED NINETY THOUSAND DOLLARS (\$790,000). 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. Section 4. Term, of the Agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from September 1, 2018, through August 31, 2025.

3. **All other terms and conditions of the agreement, as previously 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: DeliverHealth Solutions LLC

DocuSigned by: <u>Sasanka Yellamanchali</u>	<u>3/25/2024</u>	<u>Sasanka Yellamanchali</u>
Contractor Signature	Date	Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board