

**AMENDMENT 3 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
HARMONY HEALTHCARE, LLC**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 2019, 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 remote contract coding services on June 26, 2018 for the term of July 1, 2018 through June 30, 2021, in an amount not to exceed \$475,500; and

WHEREAS, the parties amended the agreement on February 19, 2019, to adjust the level of service.

WHEREAS, the parties amended the agreement on July 9, 2019, to replace in their entirety Exhibits A and B (rev 2/8/19) with revised Exhibit A (rev. 7/9/19) and revised Exhibit B (rev. 7/9/19) with no change to the contract term or in the not to exceed amount of the agreement.

WHEREAS, the parties wish to further amend the Agreement to increase the amount by \$285,000 to an amount not to exceed \$760,500.

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 SEVEN HUNDRED SIXTY THOUSAND FIVE HUNDRED DOLLARS (\$760,500). 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 Manager of Health Information Management Services 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. All other terms and conditions of the agreement dated June 26, 2018, 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: HARMONY HEALTHCARE, LLC


Contractor Signature

10/2/19
Date

HARMONY HEALTHCARE, LLC.
Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board