

**AMENDMENT NO. 3 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
ABILITY NETWORK, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this 10th day of May 2019, by and between the COUNTY OF SAN MATEO ("County") and ABILITY Network, Inc. ("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 direct access to Medicare claim verification services on March 12, 2013, for the term of November 1, 2012 through October 31, 2015, in an amount not to exceed \$30,000; and

WHEREAS, the parties amended the Agreement to extend the term of the agreement through October 31, 2020 and increase the amount by \$51,000 to an amount not to exceed \$81,000; and

WHEREAS, the parties amended the Agreement to decrease the term of the agreement to October 31, 2019 and increase the amount by \$19,000, to an amount not to exceed \$100,000; and

WHEREAS, the parties wish to further amend the Agreement to extend the term of the agreement through October 31, 2020 and increase the amount by \$49,000 to an amount not to exceed \$149,000.

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

1. Section 2. **Contract Term** of the agreement is amended to read as follows:

The term of this Agreement shall be from November 1, 2012 to October 31, 2020, unless terminated earlier by the County.

2. Section 3. **Payments** of the agreement is amended to read as follows:

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and any Exhibit(s) or attachment(s) attached hereto, County shall make payment to Contractor in the manner specified herein and in Exhibit "A". 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. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. Contractor reserves the right to increase the then current annual fee as specified in Revised Exhibit A (rev. 4/30/19) once annually, subject to a maximum of three percent (3%) per year. In no event shall total payment for services under this Agreement exceed ONE HUNDRED FORTY-NINE THOUSAND DOLLARS, (\$149,000).

- 3. Revised Exhibit A (12/8/15 rev.) is hereby replaced with Revised Exhibit A, (rev. 4/30/19), a copy of which is attached and hereto and incorporated into this Agreement by this reference.
- 4. **All other terms and conditions of the agreement dated March 12, 2013, between the County and Contractor shall remain in full force and effect, except as expressly amended.**

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

For Contractor: ~~ADULT~~ ADULT Network Inc.

Pat Lucyshyn
Contractor Signature

5/15/2019
Date

Pat Lucyshyn
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. 4/30/19)

**Agreement between the County of San Mateo and ABILITY
Network Inc.**

1. Description of Services to be Performed by Contractor

In consideration of the payments set forth in Section 2, **Amount and Method of Payment**, Contractor shall provide the following services:

- A. Contractor will authorize San Mateo Medical Center (SMMC) to use the SecureExchange Software (SESE) provided by ABILITY Network Inc. (Formerly Visionshare) to access United Government Services using San Mateo County's high-speed internet connection
- B. Standard Features of ABILITY BASE Connectivity (11/1/2012-10/31/2020)
 - Access to all the Medicare Mainframe products in your region:
 1. Part A DDE/FISS to EDS
 2. Home Health
 3. CSI for DME
 4. Section 1011
 5. PPTN
 - Managed connections
 - Emulator software and support included at no additional charge
 - Unlimited telephone support
 - Payer updates and notifications
 - No charges for fiscal intermediary changes
 - Telephone and web-based training
- C. Standard Features of ABILITY EASE for Hospital with analytics (12/1/2016-1/31/2020)
 - Mainframe products in your region:
 1. Part A DDE/FISS to EDS
 2. Home Health
 3. CSI for DME
 4. Section 1011
 5. PPTN
 - Managed connections
 - Emulator software and support included at no additional charge
 - Unlimited telephone support
 - Payer updates and notifications
 - No charges for fiscal intermediary changes
 - Telephone and web-based training
- D. Standard Features of ABILITY EASE for FQHC with Analytics (12/1/2017-11/30/2019)
 - Access to Dashboards for financial forecasting and reporting
 - Payment Summary Report
 - KPI Tracking
 - A/R Aging Report
 - Eligibility Status Checks
 - Claim Age Tracking and Identification

2. Amount and Method of Payment

In consideration of the services provided by Contractor pursuant to Section 1, **Description of Services**

to be Performed by Contractor, and subject to the terms of the Agreement, County shall pay Contractor based on the following schedule. The fee schedule may once annually, be subject to a maximum of three percent (3%) per year.

Annual ABILITY BASE Connectivity	\$9,600.00
Monthly ABILITY EASE for Hospital with Analytics	\$1,218.00
Monthly ABILITY EASE for FQHC with Analytics	\$551.00
Monthly ABILITY EASE for FQHC- Additional NPIs	\$83.00/each

All invoices will be approved by the Manager of Patient Financial Services or their designee and paid within thirty (30) days of receipt of invoices.

Invoices

All invoices must be emailed to the following email address:

SMMC-Accounts-Payable@smcgov.org

Processing time may be delayed if invoices are not submitted electronically.

Contractor is not entitled to payment for work not performed as required by this Agreement.