

**AMENDMENT NO. 6 TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
EXPERIAN HEALTH, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Experian Health, Inc., 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 County and Data Systems Group of California, Inc. entered into an Agreement for licenses, software maintenance, upgrades, and support services in relation to the San Mateo Medical Center (SMMC) claims and remittance processing system on June 19, 2012 ("Agreement"); and

WHEREAS, by Resolution 073415, the parties amended the Agreement on September 30, 2014, extending the term of the Agreement to June 30, 2016, and increasing the amount by \$286,960.00 to an amount not to exceed \$654,885.44; and

WHEREAS, by Resolution 074760, the parties amended the Agreement on September 6, 2016, assigning it to Experian Health, Inc., extending the term through June 30, 2018, and increasing the amount by \$297,964 to an amount not to exceed \$952,849.44; and

WHEREAS, on August 21, 2018, the parties amended the Agreement extending the term through December 31, 2018.

WHEREAS, on February 7, 2019, the parties amended the Agreement extending the term through April 30, 2019.

WHEREAS, on May 14, 2019, the parties amended the Agreement to extend the term through December 31, 2020 and increase the maximum amount payable under the Agreement as amended by \$300,000, to an amount not to exceed \$1,252,849.44.

WHEREAS, the parties wish to further amend the Agreement extending the term of the Agreement by 1 year through December 31, 2021 and increasing the maximum amount payable under the Agreement as amended by \$171,480 to an amount not to exceed \$1,424,329.44.

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 herein and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed ONE MILLION FOUR HUNDRED TWENTY-FOUR THOUSAND THREE HUNDRED TWENTY NINE DOLLARS AND FORTY FOUR CENTS (\$1,424,329.44). 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.

2. Section 4, Term and Termination, 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 July 1, 2012, through December 31, 2021.

This Agreement may be terminated by the Chief of San Mateo Health or his/her designee without a requirement of good cause upon thirty (30) days written notice. If this agreement is terminated prior to December 31, 2021, the County is required to make a final payment such that Contractor receives the full annual fees of \$252,960 for the year January 1, 2021 through December 31, 2021, as specified in Exhibit A.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

Section 7, Hold Harmless, shall be amended to add the following language to the end of Section 7:

3. Notwithstanding the foregoing, and except for Contractor indemnification of County for third party claims, Contractor's maximum liability under this Agreement, from any cause whatsoever, and regardless of the form of action, whether in contract or in tort, including negligence, will be limited to the actual damages incurred. following Section 17 shall be added to the

Agreement:


17. **Use of Intellectual Property**

County and its employees, officers and directors, shall not share any claim edits, reports, custom logic, or any other Intellectual Property of Contractor from the Contractor's claims system with any third party, including but not limited to any other vendors that will be processing County claim data, except as required by applicable law including but not limited to the Public Records Act, or court order. Contractor may immediately terminate the Agreement for a violation of this Section 17.

4. Revised Exhibit A (rev. 2/7/19) is hereby replaced in its entirety with Revised Exhibit A (rev. 10/22/20), a copy of which is attached hereto and incorporated into the Agreement by this reference.
5. **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: Experian Health, Inc.



Contractor Signature

Nov 5, 2020

Date

Jeff Corley

Contractor Name (please print)

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COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board

**Exhibit A (rev. 10/22/20)**  
Services

In consideration of the payments set forth in Exhibit B, Contractor (also referred to as “Experian”) shall provide the following services:

Contractor shall provide San Mateo Medical Center (SMMC) with software licenses, software maintenance, upgrades, and support services in relation to Experian’s claims and remittance processing system, providing SMMC the tools it needs to submit claims to payers for services provided to patients.

Hourly fees listed shall be billed only for work actually performed. Contractor is not entitled to payment of listed hourly fees for work not performed. Hourly work shall be billed in 1/10 of an hour increments.

Experian will provide the software licenses, support, and other services listed in the following table:

**Monthly Support and License Fees 07/01/12 – 06/30/14**

<b>Software Modules</b>	<b>Basic Support</b>	<b>Software License Fee</b>
<u>Claims/ RA Database Management System – 30 Licenses</u>		\$450.00
<b><u>Medi-Cal Billing</u></b>	\$2,400.00	\$1,150.00
Medi-Cal UB04		
Medi-Cal 1500		
Medi-Cal LTC		
Medi-Cal CHDP / FQHC Billing		
<b><u>Medicare Billing</u></b>	\$500.00	\$600.00
Medicare – UB04		
Medicare – 1500		
Medicare Advantage – HPSM		
<b><u>Commercial Billing</u></b>	\$450.00	\$150.00
Commercial Insurance UB04		
Commercial Insurance CMS 1500		
<b><u>Automated Secondary Billing</u></b>		\$200.00
Automated Secondary Billing – UB to UB		
<b><u>Claim Billing Software Totals</u></b>	<b>\$3,350.00</b>	<b>\$2,550.00</b>
<b><u>Electronic Remittance Posting</u></b>	\$880.50	\$909.50
Includes the following posting services:		
ERA – Medicare Part A – Palmetto		
ERA – Medicare Part B – Palmetto		
ERA – Medi-Cal – EDS		
ERA – HPSM		
ERA – HPSM – Medicare Advantage		
ERA – Blue Cross of CA		
ERA – Blue Shield of CA		
ERA – Kaiser N. CA, Aetna, United Health		
<b><u>Remittance Posting Totals</u></b>	<b>\$880.50</b>	<b>\$909.50</b>

<b><u>Financial Reporting</u></b>		
Denial Manager & Payment Analysis		\$1,000.00
Daily Data File Push for DSS – Claims and Remittance		\$600.00
<b><u>Additional Modules &amp; Services</u></b>		
Eligibility & Self Pay – Medi-Cal	\$300.00	\$100.00
<b><u>Financial Reporting, Other Module &amp; Service Totals</u></b>	<b><u>\$300.00</u></b>	<b><u>\$1,700.00</u></b>
<b><u>System Software Subtotal</u></b>	<b><u>\$4,530.50</u></b>	<b><u>\$5,159.50</u></b>
<b><u>Tax on Monthly License Fees 8.5%</u></b>		<b><u>\$438.56</u></b>
<b><u>Monthly Support And License Fees Total (Maximum)</u></b>		<b><u>\$10,128.56</u></b>

**Estimated Programming & Services 07/01/12 – 06/30/14**

<b>Specialized Programming &amp; Services</b>	<b>Fee/Rate</b>	<b>Total</b>
Annual Custom Programming, Edit Changes, Modifications	up to 150 hours per year @ \$160/hour	\$48,000.00
HPSM 825 Conversion	up to 160 hours @ \$160/hour 1 year only	\$25,600.00
FQHC and MedAssets Programming	up to 84 hours @ \$160/hour 1 year only	\$13,440.00
Experian System Server Upgrade (one time fee) Includes upgraded OS & Database, data migration from existing server, and system configuration. Does not include hardware.	flat rate	\$5,000.00
HIM Conversion to Sorian (estimate – cost to be based on actual hours to be invoiced) Includes building new interfaces, bridge routines, custom programming and RA Posting configurations with Sorian.	estimated at up to 125 hours @ \$160/hour	\$20,000.00
Programming to implement custom daily file export for DSS. Includes both Claims and Remittance Data	estimated at up to 80 hours @ \$160/hour	\$12,800.00
<b><u>Programming Total (Maximum)</u></b>		<b><u>\$124,840.00</u></b>

**Contract Summary 07/01/12 – 06/30/14**

<b>CONTRACT SUMMARY</b>		<b>Total</b>
Software and Support Fees (incl. tax) (Maximum)	24 months @ \$10,128.56	\$243,085.44
Programming Total (Maximum)		\$124,840.00
<b><u>Year 1 &amp; 2 Contract Amount</u></b>		<b>up to \$367,925.44</b>

**NOTES 07/01/12 – 06/30/14**

<b>Payer Connectivity</b>	
<b><u>Direct Payer Connectivity</u></b>	
Medicare Part A & B – Palmetto	<b>no charge</b>
Medi-Cal – ACS	
Health Plan of San Mateo	
Blue Shield of CA	
Post 'N Track	
Emdeon (Clearing house)	

**Subscription Services Renewal Services 07/01/14 – 06/30/16**

<b>Software Modules</b>	<b>Quantity</b>	<b>Annual Subscription</b>
Database Management System	1	\$5,400
Claims Manager –UB Editor- Institutional (UB) Claims Editor (includes up to 20 Send Connections )	1	\$65,400
Claims Manager – Professional (1500) Claims Editor (includes up to 20 send Connections	1	Included
Claims Manager – Automated Secondary Billing – UB to UB	1	Included
Remittance Manager – ERA – Custom Posting for up to 15 Payers	1	\$21,480
Eligibility Engine – Business Office/Post Claim Eligibility Bach Eligibility for Medi-Cal and Self Pay	1	\$4,800
Denial Manager	1	\$12,000
Annual Total		\$109,080
Fees Referenced above are stated at unit cost value. Totals presented below contain extended costs.		
Total 3 <sup>rd</sup> Year Fees 07/01/14 – 06/30/15		\$109,080
Total 4 <sup>th</sup> Year Fees 07/01/15 – 06/30/16		\$109,080



**Contract Summary 07/01/14 – 06/30/16**

<b>CONTRACT SUMMARY</b>	<b>Total</b>
Software and Support Fees 07/01/14 – 06/30/16 (\$109,080.00 X 2)	\$218,160.00
Estimate Custom Programing services Rebuild Custom Load Logic Interface from Siemens (up to 150 Hours @ \$160.00)	\$24,000.00
Migrate DSF Server to be hosted by Passport vs. SMMC	No Charge
Custom Programming and Modifications (up to 200 Hours @ \$160.00)	\$32,000.00
Custom Data Export for DSS (up to 80 Hours @ \$160.00)	\$12,800.00
Year 3 & 4 Contract Amount (maximum)	\$286,960.00

**Subscription Services Renewal Services 07/01/16 – 06/30/18**

<b>Software Modules</b>	<b>Quantity</b>	<b>Annual Subscription</b>
Database Management System	1	\$6,000
Claims Manager –UB Editor- Institutional (UB) Claims Editor (includes up to 20 Send Connections )	1	\$78,480
Claims Manager – Professional (1500) Claims Editor (includes up to 20 send Connections	1	Included
Claims Manager – Automated Secondary Billing – UB to UB	1	Included
Remittance Manager – ERA – Custom Posting for up to 15 Payers	1	\$24,000
Eligibility Engine – Business Office/Post Claim Eligibility Bach Eligibility for Medi-Cal and Self Pay	1	\$6,000
Denial Manager	1	\$12,000
Annual Total		\$126,482
Fees Referenced above are stated at unit cost value. Totals presented below contain extended costs.		
Total 5 <sup>th</sup> Year Fees 07/01/16 – 06/30/17		\$126,482
Total 6 <sup>th</sup> Year Fees 07/01/17 – 06/30/18		\$126,482

**Contract Summary 07/01/16 – 06/30/18**

<b>CONTRACT SUMMARY</b>	<b>Total</b>
Software and Support Fees 07/01/16 – 06/30/18 (\$126,482.00 X 2)	\$252,964.00
Estimate Custom Programing services Rebuild Custom Load Logic Interface from Siemens	\$13,000.00
Migrate DSF Server to be hosted by Passport vs. SMMC	No Charge

Custom Programming and Modifications (up to 200 Hours @ \$160.00)	\$32,000.00
Year 5 & 6 Contract Amount (maximum)	\$297,964.00
Total Amount not to exceed for 07/01/12 through 06/30/18	\$952,849.44

**NOTES 07/01/16 – 06/30/18**

<b>Payer Connectivity</b>	<b>no charge</b>
<b><u>Direct Payer Connectivity</u></b>	
Medicare Part A & B – Palmetto	
Medi-Cal – ACS	
Health Plan of San Mateo	
Blue Shield of CA	
Post 'N Track	
Emdeon (Clearing house)	

**Subscription Services Renewal Services 07/01/18 – 12/31/18**

<b>Software Modules</b>	<b>Quantity</b>	<b>Six Month Subscription</b>
Database Management System	1	\$3,000
Claims Manager –UB Editor- Institutional (UB) Claims Editor (includes up to 20 Send Connections )	1	\$39,240
Claims Manager – Professional (1500) Claims Editor (includes up to 20 send Connections	1	Included
Claims Manager – Automated Secondary Billing – UB to UB	1	Included
Remittance Manager – ERA – Custom Posting for up to 15 Payers	1	\$12,000
Eligibility Engine – Business Office/Post Claim Eligibility Bach Eligibility for Medi-Cal and Self Pay	1	\$3,000
Denial Manager	1	\$6,000
Annual Total		\$63,241
Fees Referenced above are stated at unit cost value. Totals presented below contain extended costs.		
Total 7 <sup>th</sup> Year Fees 07/01/18 – 12/31/18		\$63,241

**Contract Summary 07/01/18 – 12/31/18**

<b>CONTRACT SUMMARY</b>	<b>Total</b>
Software and Support Fees 07/01/18 – 12/31/18	\$63,241
Migrate DSF Server to be hosted by Passport vs. SMMC	No Charge
Custom Programming and Modifications (up to 100 Hours @ \$160.00)	\$16,000.00
Year 7 Contract Amount (maximum)	\$79,241

Unutilized Custom Programming July 2012-June 2018	(\$90,000)
Contingency Fund	\$10,759
Total Amount not to exceed for 07/01/12 through 12/31/18	\$952,849.44

**Subscription Services Renewal Services 01/01/19 – 04/30/19**

Software Modules	Quantity	Six Month Subscription
Database Management System	1	\$2,000
Claims Manager –UB Editor- Institutional (UB) Claims Editor (includes up to 20 Send Connections )	1	\$26,160
Claims Manager – Professional (1500) Claims Editor (includes up to 20 send Connections	1	Included
Claims Manager – Automated Secondary Billing – UB to UB	1	Included
Remittance Manager – ERA – Custom Posting for up to 15 Payers	1	\$8,000
Eligibility Engine – Business Office/Post Claim Eligibility Bach Eligibility for Medi-Cal and Self Pay	1	\$2,000
Denial Manager	1	\$4,000
Annual Total		\$42,160
Fees Referenced above are stated at unit cost value. Totals presented below contain extended costs.		
Total 7 <sup>th</sup> Year Fees 01/01/19 – 04/30/19		\$42,160

**Contract Summary 01/01/19 – 04/30/19**

CONTRACT SUMMARY	Total
Software and Support Fees 01/01/19 – 04/30/19	\$42,160
Migrate DSF Server to be hosted by Passport vs. SMMC	No Charge
Custom Programming and Modifications (up to 74 Hours @ \$160.00)	\$11,840
Year 7 Contract Amount (maximum)	\$54,000
Unutilized Custom Programming July 2012-December 2018	(\$54,112.45)
Contingency Fund	\$112.45
Total Amount not to exceed for 07/01/12 through 04/30/19	\$952,849.44

**Subscription Services Renewal Services 05/01/19 – 12/31/20**

Software Modules	Quantity	Twenty Month
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		<b>Subscription</b>
Database Management System	1	\$10,000
Claims Manager –UB Editor- Institutional (UB) Claims Editor (includes up to 20 Send Connections )	1	\$130,800
Claims Manager – Professional (1500) Claims Editor (includes up to 20 send Connections	1	Included
Claims Manager – Automated Secondary Billing – UB to UB	1	Included
Remittance Manager – ERA – Custom Posting for up to 15 Payers	1	\$40,000
Eligibility Engine – Business Office/Post Claim Eligibility Bach Eligibility for Medi-Cal and Self Pay	1	\$10,000
Denial Manager	1	\$20,000
Term Total		\$210,800
Fees Referenced above are stated at unit cost value. Totals presented below contain extended costs.		
Total Fees 05/01/19 – 12/31/20		\$210,800

**Contract Summary 05/01/19 – 12/31/20**

<b>CONTRACT SUMMARY</b>	<b>Total</b>
Software and Support Fees 05/01/19 – 12/31/20	\$210,800
Custom Programming and Modifications (up to 200 Hours @ \$160.00)	\$32,000
Year 8 Contract Amount (maximum)	\$242,800
Contingency Fund	\$57,200
Total Amount not to exceed for 07/01/12 through 12/31/20	\$1,252,849.44

**Subscription Services Renewal Services 01/01/21 – 12/31/21**

<b>Software Modules</b>	<b>Quantity</b>	<b>Twelve Months Subscription</b>
Database Management System	1	\$252,960
Claims Manager –UB Editor- Institutional (UB) Claims Editor (includes up to 20 Send Connections )	1	Included
Claims Manager – Professional (1500) Claims Editor (includes up to 20 send Connections	1	Included
Claims Manager – Automated Secondary Billing – UB to UB	1	Included
Remittance Manager – ERA – Custom Posting for up to 15 Payers	1	Included
Eligibility Engine – Business Office/Post Claim Eligibility Bach Eligibility for Medi-Cal and Self Pay	1	Included
Denial Manager	1	Included

Term Total		\$252,960
Fees Referenced above are stated at unit cost value. Totals presented below contain extended costs.		
Total Fees 01/01/21 – 12/31/21		\$252,960

**Contract Summary 01/01/21 – 12/31/21**

<b>CONTRACT SUMMARY</b>	<b>Total</b>
Software and Support Fees 01/01/21 – 12/31/21	\$252,960
Year 9 Contract Amount (maximum)	\$252,960
Unutilized Custom Programming	(\$81,480)
Contingency Fund	\$0
Total Amount not to exceed for 07/01/12 through 12/31/21	\$1,424,329.44