

**SIXTH AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
COLBURN HILL GROUP, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2023, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Colburn Hill Group, 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 parties entered into an Agreement for patient accounts receivable management software system services on January 8, 2019 for the term of January 1, 2019 through December 31, 2021, in an amount not to exceed \$1,000,000; and

WHEREAS, on April 2, 2020, the parties amended the Agreement to add additional patient financial services; and

WHEREAS, on April 23, 2020, the parties amended the Agreement to add an additional remote associate and reassign the original agreement from Pinecrest Partners Healthcare dba Colburn Hill Group to Advance Revenue Cycle, Inc., d/b/a Colburn Hill Group, an Illinois limited liability company; and

WHEREAS, on September 14, 2021, the parties amended the Agreement extending the term through December 31, 2023 and increasing the maximum amount by \$700,000, to a new maximum amount not to exceed \$1,700,000; and

WHEREAS, on September 24, 2021, the parties amended the Agreement to reassign the Agreement from "Advance Revenue Cycle, Inc., d/b/a Colburn Hill Group" to "Colburn Hill Group, Inc."; and

WHEREAS, on February 22, 2022, the parties amended the Agreement to add additional services and increase the maximum amount by \$25,000, to an amount not to exceed \$1,725,000; and

WHEREAS, the parties wish to amend the Agreement to reassign the Agreement from "Colburn Hill Group, Inc." to "Advata Inc. d/b/a Colburn Hill Group, Inc.", extending the term of the Agreement by two years through December 31, 2025, and increase the amount of the Agreement by \$1,096,800, to an amount not to exceed \$2,821,800.

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

1. Section 3, Payments, of the Agreement is hereby replaced 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 Exhibits A, C, E and H, 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 TWO MILLION EIGHT HUNDRED TWENTY-ONE THOUSAND EIGHT HUNDRED DOLLARS (\$2,821,800). 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 Chief Financial Officer 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 hereby replaced as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 1, 2019, through December 31, 2025.

3. Revised Exhibit A, (rev. 2/18/22) and Revised Exhibit B (rev. 2/18/22), are hereby replaced with Revised Exhibit A, (rev. 7/1/23) and Revised Exhibit B (rev. 7/1/23) respectively, copies of are attached hereto and incorporated into the Agreement by this reference
4. All references in the Agreement to "Colburn Hill Group, Inc." are amended to read "Advata Inc. d/b/a Colburn Hill Group, Inc."
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: Colburn Hill Group, Inc.



Contractor Signature

10/6/2023
Date

Luke J Meyers
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. 7/1/22)

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

Project 1

For the purpose of allowing staff to effectively utilize **Ops Center** (web portal), a comprehensive analytic and automation software, available through the Pinecrest Partners Healthcare, LLC dba Colburn Hill Group; effective implementation requires access to all accounts, daily ATB (Age Travel Balance report), 835/837s, claim editor files, all transactions and all follow up notes and comments via secure FTP; along with access to INVISION (through SMMC-hosted virtual machines).

Contractor will provide access to their AR management suite of tools to include:

Work queue management

- **Priority**- Intelligent follow up workflow.

AR Analytics and Automation

- **Intel** - Root cause analysis of claims
- **Resolve** - Automation of claim follow up
- **Hints** - Guidance to staff on next steps

Contractor will use advanced analytical techniques and robotic process automation (RPA) to analyze the root cause for all balances and then automate the next required actions to resolve the open balance:

1. Ops Center analyzes and makes critical decisions about 100% of claims
2. Ops Center gets useful output on approximately 90% of claims, and;
3. Ops Center automates approximately 50% of claims.
4. Interact with data elements, including 835s, 837s, ATBs, CDM, charges, payments, adjustments and free text follow up notes

Contractor will provide 4 temporary Remote Billing and Follow-up associates (170 hours per month per associate, for 90 days). Contractor associates will directly inherit the workload of the vacated positions to minimize the impact of the vacancies until the permanent positions can be filled.

Contractor will provide performance Metrics:

A. Contractors Customizable Dashboard designed to provide effective workability for staff and maximum transparency for managers built from our client transaction data, with the following features:

- Current AR
- Transaction outcomes (Cash, Contractual adjustments, denial write-offs)
- Counts of accounts by assigned user
- Total account inventory by user
- "Due for Work" status
- Accounts worked by user (productivity reporting)

B. County Metrics used to measure the success of the tool

- A/R Days Rolling 12 months report (An in-house report that measures the average amount of days that an account is on the AR)
- A/R Days Over 180 Days (similar to the above account, but this report measures accounts that have aged over 180 days)

C. County Metrics used to measure our satisfaction with vendor support

- Comprehensive training
- Installation
- Open and easy lines of communication
- Direct support during implementation and following the Go-live
- dedication to delivering a complete viable product

For RPA built in the term January 1st, 2024 through December 31st, 2025, Contractor will create a Process Definition Document (“PDD”) for review and acceptance by County detailing the process steps and specifications as outlined by County, as well as acceptance testing criteria. Once the PDD is accepted by County, Contractor is responsible for maintaining the RPA as defined in the PDD. Alterations to the PDD after County acceptance are subject to additional cost and may be declined by Contractor.

Project 2

For the purpose of allowing County to post all received 835 remittances into Invision, Contractor will transform all received standard 835 remittances from County’s third-party claims administrator, Trubridge, into a digestible format as described by County (hereby known as “Custom File”).

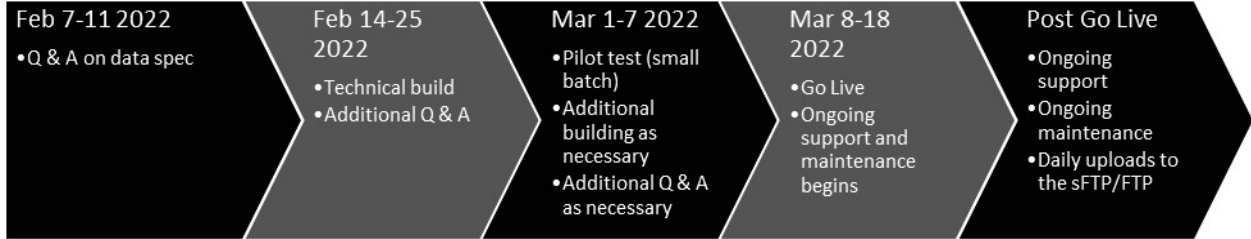
County’s responsibilities include:

1. Work with Contractor to design and implement Custom File that can be imported into Invision to post 835 remittances
2. Provide timely access to Invision, Trubridge, and elsewhere as necessary for Contractor to complete the scope of work
3. Answer questions from Contractor in a timely manner

Contractor’s responsibilities include:

1. Work with County to design and implement Custom File that can be imported into Invision to post 835 remittances
2. Build a TEST Custom File that can be used to determine efficacy prior to go-live
3. Upload Custom File once daily over the pre-existing FTP/sFTP
4. Provide maintenance and support after go-live to ensure consistent delivery and results of the Custom File. This does not include material changes which require significant additional work once County has accepted the Custom File format provided by the Contractor.

County and Contractor agree to the estimated timeline as described below, contingent on the signing of this agreement:



**Revised Exhibit B
(rev. 7/1/22)**

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:

Project 1

IMPLEMENTATION \$25,000 - flat fee includes configuration, data transfer, and training. Travel expenses billed separately with a not to exceed amount of \$7,500 based on Continental United States ("CONUS") rates. Parties agree implementation was completed and paid for in full in 2019.

MONTHLY LICENSE includes Priority (for unlimited users) plus Intel/Resolve/Hints which includes design, regular operation of up to 10 robots and ongoing technical and organizational support, as well as any updates to the software. Pricing is as such:

For the term January 8th, 2019 through December 31st, 2023, the total monthly license fee is \$25,000.

For the term January 1st, 2024 through December 31st, 2024, the total monthly license fee is \$35,000.

For the term January 1st, 2025 through December 31st, 2025, the total monthly license fee is \$36,400.

ADDITIONAL RPA – additional RPAs (robots) up to 5 may be purchased. Each additional robot has a \$5,000 implementation fee which includes design, configuration, and customer consultation. Each additional robot has a \$2,000 monthly fee that commences after County accepts the PDD as detailed in Exhibit A. If County decides to retire, deactivate, or turn off a robot at any time after the County accepts the PDD, the monthly fee will end in synchrony with the robot deactivation.

Additional Temporary Remote Billing and Follow-up associates shall be paid based on the following fee schedule and terms:

For the term January 8th, 2019 through December 31st, 2023:

\$40 per hour for a total of 170 hours per month for 3 months (90 days), not to exceed \$27,200 per month for total expenses per staff. After the initial term the staffing level could be adjusted up or down without a change in the price. Initial 3 months (90 days) term not to exceed \$81,600.

For the term January 1st, 2024 through December 31st, 2025:

Not covered in this agreement.

Project 2

IMPLEMENTATION \$20,000 – flat fee includes creating the Custom File, data transfer, and necessary training of CHG personnel. Parties agree implementation was completed and paid for in full in 2022.

MONTHLY OPERATIONAL FEE – reoccurring monthly fee that includes handling of interruptions, maintenance of the Custom File, and daily uploads of the Custom File to the sFTP/FTP. Monthly fee does not include material changes to the Custom File. Pricing is as such:

For the term February 22nd, 2022 through December 31st, 2023, the total monthly license fee is \$5,000.

For the term January 1st, 2023 through December 31st, 2025, the total monthly license fee is \$10,000.

MATERIAL CHANGE FEE – for any changes requested to be made to the Custom File that are not part of daily operation and require a significant change from the accepted and approved

Custom File, Contractor will assess the amount of work involved and inform the County of the estimated cost.

Expenses

Pre-approval by the County is required for all travel expenses prior to making any travel arrangements by Contractor.

The maximum reimbursement amount for the actual cost of lodging, meals, and incidental expenses ("LM&I Expenses") is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done at San Mateo Medical Center or one of its offsite locations as set forth in the Code of Federal Regulations and as listed by the website of the U S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching www.gsa.gov for the term 'CONUS'). CONUS rates are set by fiscal year and are effective October 1st through September 30th.

The maximum reimbursement amount for the actual cost of airline and car rental travel expenses ("Air & Car Expenses") shall be a reasonable rate obtained through a cost-competitive travel service (e.g., a travel or car-rental website). Reimbursable air travel is restricted to economy or coach fares (not first class, business class, "economy-plus," or other non-standard classes) and reimbursable car rental rates are restricted to the mid-level size range or below (i.e., full size, standard size, intermediate, compact, or subcompact). No specialty, luxury, premium, SUV, or similar category vehicles may be submitted for reimbursement. Other reasonable travel expenses ("Other Expenses") such as taxi fares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis.

If in doubt about the propriety of LM&I Expenses, Air & Car Expenses, or Other Expenses, Contractor should err on the side of caution and not incur an expense at that level or obtain authorization from the County's contract contact person.