

**AMENDMENT NO. 1 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
DATA SYSTEMS GROUP OF CALIFORNIA, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2014, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Data Systems Group of California, 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 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; and

WHEREAS, the parties wish to amend the Agreement to extend the term of the agreement to June 30, 2016, and to increase the amount by \$286,960.00 to an amount not to exceed \$654,885.44.

**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 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 SIX HUNDRED FIFTY-FOUR THOUSAND EIGHT HUNDRED EIGHTY-FIVE DOLLARS AND FORTY-FOUR CENTS (\$654,885.44).

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 June 30, 2016.

This Agreement may be terminated by Contractor or by the Chief of the Health System or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

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.

3. Original Exhibit A and Original Exhibit B are replaced in their entirety with Exhibit A (rev. (09/09/14) and Exhibit B (rev. (09/09/14), a copy of each of which is attached to this Amendment and incorporated by this reference.
4. **All other terms and conditions of the agreement dated June 19, 2012, between the County and Contractor shall remain in full force and effect.**

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo
County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Data Systems Group of California, Inc.

Melissa Moore
Contractor's Signature

Date: Sep 3, 2014

Exhibit A (rev. 09/09/14)**Services**

In consideration of the payments set forth in Exhibit B, Contractor (also referred to as "DSG") 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 DSG's claims and remittance processing system, providing SMMC the tools it needs to submit claims to payers for services provided to Medi-Cal and Medi-Cal Managed care 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.

DSG 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

Software Modules	Basic Support	Software License Fee
<u>Claims/ RA Database Management System – 30 Licenses</u>		\$450.00
<u>Medi-Cal Billing</u>	\$2,400.00	\$1,150.00
Medi-Cal UB04		
Medi-Cal 1500		
Medi-Cal LTC		
Medi-Cal CHDP / FQHC Billing		
<u>Medicare Billing</u>	\$500.00	\$600.00
Medicare – UB04		
Medicare – 1500		
Medicare Advantage – HPSM		
<u>Commercial Billing</u>	\$450.00	\$150.00
Commercial Insurance UB04		
Commercial Insurance CMS 1500		
<u>Automated Secondary Billing</u>		\$200.00
Automated Secondary Billing – UB to UB		
<u>Claim Billing Software Totals</u>	\$3,350.00	\$2,550.00
<u>Electronic Remittance Posting</u>	\$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	- 1 -	
<u>Remittance Posting Totals</u>	\$880.50	\$909.50

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

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

<u>Specialized Programming & Services</u>	<u>Fee/Rate</u>	<u>Total</u>
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
DSG 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
<u>Programming Total (Maximum)</u>		\$124,840.00

Contract Summary 07/01/12 – 06/30/14

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

NOTES 07/01/12 – 06/30/14

Payer Connectivity	no charge
<u>Direct Payer Connectivity</u>	
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 07/01/14 – 06/30/16

Software Modules	Quantity	Subscription
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 rd Year Fees 07/01/14 – 06/30/15		\$109,080
Total 4 th Year Fees 07/01/15 – 06/30/16		\$109,080

Contract Summary 07/01/14 – 06/30/16

CONTRACT SUMMARY	Total
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
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
Total Amount not to exceed for 07/01/12 through 06/30/16	\$654,885.44

NOTES 07/01/14 – 06/30/16

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

Exhibit B (rev. 09/09/14)

Payments and Rates

In consideration of the services provided by Contractor in Exhibit A, County shall pay Contractor based on the fee schedule listed in Exhibit A and based on the following requirements:

Contractor shall submit an invoice for licenses, fees, and services on a monthly basis. To the extent that Contractor performs specialized programming and services as outlined in Exhibit A for which an hourly rate is listed, Contractor shall list on each invoice the following information: the total number of hours worked during the billing cycle, billed in tenths-of-an-hour (six minute) increments; a narrative describing in detail all work performed during the listed amount of time; the hourly rate for such services; the total amount billed for those services. Contractor shall only be entitled to payment for actual hours worked (billed in six minute increments).