

Coding Continuum, Inc.

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #5689

THIS FIRST AMENDMENT to that Agreement for Services #5689 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Coding Continuum, Inc., a corporation whose principal place of business is 2015 West Ruthrauff Road, Suite 107, Tucson, Arizona 85705, and whose mailing address is 7320 North La Cholla Boulevard, #154-306, Tucson, Arizona 85741 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, Consultant has been engaged by County to provide medical billing audit services to the District Attorney's Office pursuant to Agreement for Services #5689, dated June 8, 2021, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to include additional audit claims and expert work to the initial scope of work, adding **Exhibit A-1, Additional Scope of Work/Budget**;

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$109,425, and to include a new rate schedule for newly added work, amending **ARTICLE III, Compensation for Services**, and adding **Exhibit C, Additional Rate Schedule**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Consultant mutually agree to amend the terms of the Agreement in this First Amendment to Agreement on the following terms and conditions:

- I. **Exhibit A, Scope of Work/Budget**, is amended to include **Exhibit A-1, Additional Scope of Work/Budget**, attached hereto and incorporated herein by reference. All references to Exhibit A throughout the Agreement shall read Exhibit A, Scope of Work/Budget and Exhibit A-1, Additional Scope of Work/Budget.
- II. **ARTICLE III, Compensation for Services**, of the Agreement is amended in its entirety to read as follows:

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Consultant upon the satisfactory completion and County's acceptance of work, in arrears.

Payment shall be made within forty-five calendar (45) days following County's receipt of itemized invoices identifying the services rendered.

For the purposes hereof, the billing rates shall be in accordance with Exhibit A, Scope of Work/Budget, Exhibit A-1, Additional Scope of Work/Budget, as well as Exhibit B, marked "Rate Schedule," and Exhibit C, marked, "Additional Rate Schedule," both of which are incorporated herein and made by reference a part hereof.

Reimbursement for travel costs (i.e., overnight lodging, meals, ground transportation/rental car, parking, airfare, bridge tolls and other per diem expenses) and mileage expenses for Consultant, if applicable, shall not exceed the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the travel or mileage expenses are incurred. There shall be no markup on any travel costs or mileage rates for Consultant.

Other direct costs including special reproductions, delivery charges, mailing and postage fees, and other outside services authorized herein, shall be invoiced at Consultant's cost, for the services rendered. Any invoices that include other direct costs shall be accompanied by backup documentation to substantiate Consultant's costs for the services being billed on those invoices.

The total amount of this Agreement shall not exceed \$239,425 as amended, inclusive of all costs, taxes, and expenses. Reimbursement for travel costs shall not exceed \$10,000. Reimbursement for labor associated with packing and mailing case files, postage, and shipping materials shall not exceed \$2,500. It is understood and agreed that there is no guarantee, either expressed or implied, that the total amount of this Agreement will be authorized by the County.

Itemized invoices shall reference this Agreement number on their faces. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado
District Attorney
778 Pacific Street
Placerville, California 95667
Attn.: Vern Pierson
District Attorney

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as

the required deliverables are received, or proceed as set forth below in ARTICLE XII, Default, Termination, and Cancellation, herein.

Except as herein amended, all other parts and sections of Agreement for Services #5689 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #5689 on the dates indicated below.

--COUNTY OF EL DORADO--

By: *Kori Parker* Dated: *1-11-22*

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: *Kyle Kuper* Dated: *1-11-22*
Deputy Clerk

--CODING CONTINUUM, INC.--

By: *Christina Melnykovich* Dated: *12/16/2021*
Christina Melnykovich (Dec 16, 2021 10:42 MST)
Christina Melnykovich
President and Chief Executive Officer
"Consultant"

Coding Continuum, Inc.

Exhibit A-1

Additional Scope of Work/Budget

PROJECT SUMMARY:

Pursuant to ongoing communications with the Deputy District Attorney (“DDA”), El Dorado County, CA, Coding Continuum, Inc. (“CCI”) identified and reported deficiencies in the database provided to it by the DDA for purposes of the initial Scope of Work “SOW”, Exhibit A. This SOW Amendment addresses additional lines that CCI has identified and recommended it audit in addition to those identified in the initial SOW, Exhibit A, to the Agreement for Services #5689 executed by the Board of Supervisors on June 8, 2021. Upon approval by the Board of Supervisors, CCI shall audit additional claims for two (2) patients in the patient sample produced for CCI. The work shall be performed within a timeline mutually agreed upon by CCI and the DDA.

In addition, the DDA has requested that CCI provide a budget estimate for expert work, including the production of an expert report narrative [including exhibits and appendices], preliminary hearing testimony and pre-hearing preparations. The Amendment to the Scope of Work is being bifurcated to separate the budget associated with the audit of additional claims and the budget for expert report production, preliminary hearing preparations, and preliminary hearing testimony.

AUDIT OF ADDITIONAL CLAIM LINES & MODIFICATIONS TO CLAIMS AND AUDIT DATABASE:

CCI’s work associated with the additional lines shall include:

- Review of Claims Received by CCI
- Data Entry of Claims, Modifier(s), Unit Values, Billed Amounts
- Audit of Additional Claim Lines
 - First & Second Level Review
 - Forensic Staff Support
 - Population of Database Findings
 - Validation Review [Comparative Findings to Previous Expert]

WORK PRODUCT:

For this phase of work (which does not include expert report, expert testimony), CCI’s work product shall consist of detailed spreadsheet findings. At DDA’s direction, validation findings will not be entered into CCI’s database product but will be noted for purposes of addressing comparisons with the prior expert’s final work delivered to DDA.

DELIVERABLE DATE:

To Be Determined.

START OF WORK:

Upon approval by Board of Supervisors.

BUDGET ESTIMATE: ADDITIONAL AUDIT OF CLAIMS

ESTIMATE:* \$6,000.00

*This is an estimate only for an audit of approximately 68 lines. The price per line (\$64.47/line) denoted on the initial SOW shall be the same. Additional costs associated with claims review and data entry of claim details shall be charged at an hourly rate, as denoted on Exhibit B of the Agreement for Services #5689 executed by the Board of Supervisors dated June 8, 2021. The DDA/investigator on this matter has represented to CCI that clinical records for each patient are in chronological order, by date of service, and that claim forms are integrated, in order, by date of service. Should records be received in a disorganized manner, impeding CCI's ability to manage the workload in an efficient manner, it will be considered outside the SOW Work. Time spent organizing records will be billed separately and may require after hours due to CCI's current work schedule.

EXPERT REPORT PRODUCTION & EXPERT TESTIMONY (PRELIMINARY HEARING):**

CCI's work associated with production of an expert report narrative, pre-preliminary hearing preparations, travel time, and pre-trial hearing testimony:

Expert Report Preparation (Includes Appendices/Exhibits):	\$53,125.00
Pre-Prelim. Hearing Preparation (w/o Counsel):	\$21,000.00
Pre-Prelim. Hearing Preparation (w/ Counsel):	\$ 5,600.00
Prelim. Hearing Testimony:	\$ 8,000.00
Travel Time (To/From California):	\$ 3,200.00
TOTAL ESTIMATE:	\$90,925.00***

DELIVERABLE DATE:

To Be Determined.

START OF WORK:

Upon approval by Board of Supervisors.

**Does not include preparations and testimony for trial.

***This is an estimate only and does not include preparations and testimony, if needed, for trial. Costs associated with CCI's expert work are variable and dependent on a number of factors, including timeline

for completion, number of expert report drafts, requested revisions/additions/edits to expert report narrative content, appendices, exhibits, necessity for afterhours work, and other factors. Does not include travel expenses, including air travel, ground transportation, hotel accommodations, meals, copy, and shipping costs. Hourly rates for expert services are attached as Exhibit C.

Coding Continuum, Inc.

Exhibit C

Additional Rate Schedule

Expert Witness Testimony:

- Mediation/Arbitration/Preliminary Hearings
- Settlement Conferences/Expert Meetings/Negotiations
- Deposition/Trial Testimony

\$4,000.00 Per Day for First Eight Hours (Flat Rate) - Due 7 Business Days Prior to Scheduled Deposition/Trial Testimony Date

\$ 500.00 Per Hour for Every Hour Exceeding Eight

Out-Of-Town

Travel: \$1,600.00 Per Travel Day/\$200.00 Per Hour for Every Hour Exceeding Eight Hours

Deposition/Trial Prep/Case File Prep: \$350.00 Per Hour

****Weekend/After Hours Rate \$525.00 per person/per hour**

Expert Report Preparation:

Expert Reports/

Position Papers/Declarations/Affidavits \$ 425.00 Per Person Per Hour**

****Weekend/After Hours/Due Diligence Rate \$637.50 per person/per hour**

Expenses:

- Air Travel
- Ground Transportation
- Accommodations
- Meals
- Copy/Shipping Costs

Other direct costs including special reproductions, delivery charges, and other services authorized herein, shall be invoiced at Consultant's cost, for the services rendered. Any invoices that include other direct costs shall be accompanied by backup documentation to substantiate Consultant's costs for the services being billed on those invoices. Reimbursement for mailing, postage, and shipping materials shall not exceed \$2,500.

Reimbursement for travel costs (i.e., overnight lodging, meals, parking, airfare, bridge tolls and other per diem expenses) and mileage expenses for Consultant, if applicable, shall not exceed the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the travel or mileage expenses are incurred. There shall be no markup on any travel costs or mileage rates for Consultant. Travel expenses shall not to exceed \$10,000.