

AGREEMENT FOR SERVICES # 024-S1711 (FENIX #55)
AMENDMENT I

This Amendment I to that Agreement for Services #024-S1711 (also known as Agreement for Services #55), is 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 Advanced Data Processing, Inc., a subsidiary of Intermedix Corporation, a Delaware corporation, duly qualified to conduct business in the State of California, whose principal place of business is 401 N. Michigan Avenue, Suite 2700, Chicago, IL 60611, and whose Agent for Service of Process is Registered Agent Solutions, Inc., 1220 S Street, Suite 150, Sacramento, CA 95811, (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, Advanced Data Processing Inc., has been engaged by County under Agreement for Services #024-S1711 to perform ambulance billing services for the Health and Human Services Agency in accordance with Agreement for Services #024-S1711, dated June 3, 2016, including all exhibits and attachments thereto, incorporated herein and made by reference a part hereof; and

WHEREAS, R1 RCM Inc., purchased Intermedix, Inc., effective May 8, 2018. The legal entity "Intermedix Corporation" continues to exist. R1 RCM, Inc. retired the Intermedix brand effective March 4, 2019. With the rebranding, Advanced Data Processing, Inc. is represented under the R1 brand; and

WHEREAS, the parties hereto mutually agree to amend and replace **Article II – Term, Article III – Compensation for Services, Article XII – Notice to Parties, and Article XXV – Administrator.**

NOW, THEREFORE, the parties hereby agree that Agreement for Services #024-S1711, including all exhibits and attachments thereto, if any, shall be amended a first time as follows:

I. Article II – Term is replaced in its entirety as follows:

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall cover the term July 1, 2016 through June 30, 2020. This Agreement may be extended for up to two (2) additional one (1) year periods at the discretion of County following annual review and determination by County that services rendered are in accordance with requirements. Each period is subject, however, to earlier termination or cancellation as herein provided in accordance with the Articles titled "Default, Termination, and Cancellation" and "Fiscal Considerations."

II. Article III – Compensation for Services is replaced in its entirety as follows:

ARTICLE III

Compensation for Services:

- A. Collections by Contractor: Contractor shall ensure funds collected from Clients are submitted directly to the County of El Dorado.
- B. For billing purposes, a “service month” shall be defined as a calendar month during which Contractor performs services in accordance with this Agreement. Detailed backup for each account processed during that month shall accompany each invoice.
- C. Invoices: Contractor shall submit monthly invoices no later than thirty (30) days following the end of a service month except in those instances where Contractor obtains written approval from County Health and Human Services Agency Director, or Director’s designee granting an extension of the time to complete billing for services or expenses. The monthly invoice shall include reimbursement of refund payments issued to payers, and a listing of refunds by patient account, the amount refunded, and reason for refund. County shall pay invoices within forty-five (45) days of receipt of invoices. In the event County disputes any part of the invoiced amounts, such dispute shall be raised in writing to Contractor within thirty (30) days of receipt of invoice or the invoice shall conclusively be deemed to be accurate and correct. Contractor shall respond to any such notice of dispute within thirty (30) days of receipt thereof.
- D. Rates:
 - 1. 4.25% of net collections (“net collections” defined as “funds received less refunds”).
 - 2. For dates of service up to June 30, 2016, accounts receivable converted from prior vendor will be reimbursed at a fee of 6% of net collections.
- E. Invoices/Remittances: Shall be addressed as indicated in the table below or to such other location as County or Contractor may direct per the Article titled “Notice to Parties.”

Mail invoices to:	Mail remittance to:
Health and Human Services Agency Fiscal Unit 3057 Briw Road, Suite B Placerville, CA 95667	Advanced Data Processing, Inc. Attn: Accounts Payable 401 N. Michigan Avenue, Suite 2700 Chicago, IL 60611

In the event that Contractor fails to deliver the documents or other deliverables required pursuant to this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in the Article titled “Default, Termination, and Cancellation.”

III. Article XIII – Notice to Parties is replaced in its entirety as follows:

ARTICLE XIII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

COUNTY OF EL DORADO
Health and Human Services Agency
3057 Briw Road, Suite B
Placerville, CA 95667
ATTN: Contracts Unit

or to such other location as the County directs.

with a copy to

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
2850 Fairlane Court, Building C, 2nd Floor
Placerville, CA 95667
ATTN: Purchasing Agent

Notices to Contractor shall be addressed as follows:

Advanced Data Processing, Inc.
c/o R1 RCM, Inc.
401 N. Michigan Avenue, Suite 2700
Chicago, IL 60611
ATTN: Legal Department

or to such other location as the Contractor directs.

IV. Article XXV – Administrator is replaced in its entirety as follows:

ARTICLE XXV

Administrator: The County Officer or employee with responsibility for administering this Agreement is Michelle Patterson, MPH, Manager, Emergency Medical Services and Preparedness & Response, or successor.

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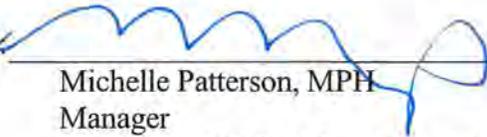
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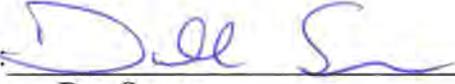
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Except as herein amended, all other parts and sections of the Agreement for Services #024-S1711 (also known as Agreement for Services #55) shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By:  _____ Dated: 5/14/19
Michelle Patterson, MPH
Manager
Emergency Medical Services and Preparedness & Response

Requesting Department Head Concurrence:

By:  _____ Dated: 5-17-19
Don Semon
Director
Health and Human Services Agency

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #024-S1711 (also known as Agreement for Services #55) on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Sue Novasel, Chair
Board of Supervisors
"County"

ATTEST:
James S. Mitrising
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- CONTRACTOR --

ADVANCED DATA PROCESSING, INC.
a subsidiary of INTERMEDIX CORPORATION
(A DELAWARE CORPORATION)

By: _____

Dated: _____

"Contractor"

By: 

Matthew D. Strickler
EVP

"Contractor"

Dated: 5/15/19