

**AMENDMENT #1 TO SERVICE AGREEMENT #ADMN1900184 – FOR BILLING AND
REIMBURSEMENT SERVICES, MEDICAID**

THIS AMENDMENT (the “Amendment”) to the Service Agreement #Admn1900184 – For Billing And Reimbursement Services, Medicaid shall be dated as of the last signature date below (the “Amendment Effective Date”) between Accelify Solutions, LLC (“Accelify”) and Chesterfield County Public Schools (“Customer”).

WHEREAS, Accelify and Customer are parties to a Service Agreement #Admn1900184 – For Billing And Reimbursement Services, Medicaid dated December 1, 2018 (the “Original Agreement”); and

WHEREAS, Accelify and Customer desire to further amend and extend the Original Agreement as set forth below; and

NOW, THEREFORE, in consideration of good and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed that the Original Agreement is hereby amended as follows:

1. To the extent of any inconsistency between this Amendment and the Original Agreement, this Amendment shall control. Any term not defined herein shall have the same meaning ascribed to it in the Original Agreement.
2. Pursuant to Section 5 of the Original Agreement, the parties hereto agree that the initial term of the Original Agreement shall be renewed effective December 1, 2019 and extended to continue in full force and effect including pricing through November 30, 2020.
3. The 5th sentence of Section 11. Insurance. shall now read: The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies with minimum AM Best Ratings of A-, VII and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable).
4. Section 11.(b) shall now read: Business Automobile Liability: \$1,000,000 Combined Single Limit per occurrence. Coverage should include all hired and non-owned automobiles.
5. The address for notices if to the contractor within Section 18 of the Original Agreement is hereby deleted in its entirety and replaced with the following new address:

If to the CONTRACTOR:

Accelify Solutions, LLC
Attn: Scott Crouch
1400 Atwater Drive
Malvern, PA 19355

(Continued on Following Page)


6. The parties hereto agree to add the following language as Section 39 of the Original Agreement:

39. Limitations of Liability. OTHER THAN THE FEES, CHARGES AND EXPENSES PAYABLE PURSUANT HERETO, IN NO EVENT SHALL EITHER PARTY (OR IN THE CASE OF CONTRACTOR, ITS LICENSORS) BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, OF ANY KIND WHATSOEVER (INCLUDING LOST PROFITS) ARISING FROM OR RELATING TO THIS AGREEMENT OR THE USE OR NON-USE OF THE SOFTWARE, WORK PRODUCT OR SERVICES. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL CONTRACTOR'S (OR ITS LICENSORS') TOTAL LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID TO CONTRACTOR HEREUNDER DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH CLAIMS. Each Party acknowledges and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material, bargained for provisions of this Agreement and that fees and consideration payable hereunder reflects these disclaimers and limitations.

7. Except as modified by this Amendment, all of the remaining provisions of the Original Agreement are ratified and approved and shall continue in full force and effect.

IN WITNESS WHEREOF, Accelify and Customer have signed this Amendment to the Original Agreement on or before and shall be effective as of the Amendment Effective Date.

ACCELIFY:

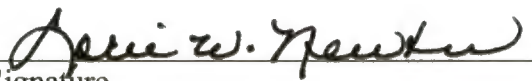


Signature
Scott Crouch, Vice President

Name & Title
12/2/19

Date

CHESTERFIELD COUNTY
PUBLIC SCHOOLS

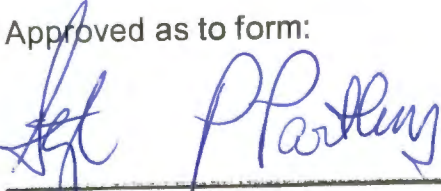


Signature
LORIE W. NEWTON

Name & Title
Acting Procurement Director
12.17.19

Date

Approved as to form:



Stylian P. Parthemos
Senior Deputy County Attorney

CHESTERFIELD COUNTY PURCHASING DEPARTMENT
CONTRACT PRICING/INFORMATION SHEET

Accelify, LLC
3611 14th Street, Suite 422
Brooklyn, NY 11218

Telephone: 347-532-3202
Fax: 347-533-7222
Contact: Casey Gayer
Email: cgayer@accelify.com
Terms: Net 30
F.O.B.: Chesterfield
Response: As Required

CONTRACT SUBJECT: Medicaid Billing and Reimbursement Services
PRODUCT CODE: 946-10
CONTRACT PERIOD: December 1, 2019 through November 30, 2020
(Second of Indefinite)
CONTRACT NUMBER: ADMN1900184

INSTRUCTIONS

The using department/schools shall include the applicable contract number on each purchase requisition/purchase order.

Purchase Orders issued against the contract are limited to goods and services contained in the contract.

Inspection of all goods/services received and approval of the Contractor's invoice is the responsibility of the using departments/schools. The pricing on the invoice must be in accordance with the contract pricing.

PRICING SCHEDULE

The Contractor shall provide online billing services for the school based Medicaid services provided to students with disabilities per all terms, conditions, specifications and requirements of Chesterfield RFP ADMN18000242 and Contractor's proposal dated May 16, 2018.

Price for all services: \$2.00 per paid case.

Pricing firm through first five (5) terms of contract.

RENEWAL

The initial term of this contract shall be from December 1, 2018 through November 30, 2019. This contract is renewable at the sole discretion of the County for additional terms of one (1) year each for the period of time that the County is utilizing the software services. Price increases may be negotiated only at the time of renewal. Upon determination by the County to renew this contract for an additional term, written notification will be given to the Contractor.

(a.) Beginning in year six (6), if the County elects to exercise the option to renew the contract for an additional one year period, the contract prices(s) for the additional one year shall not exceed the contract price(s) of the original contract increased by more than the percentage increase of the U.S. City Average, not seasonally adjusted, "Other Services" category of the All Urban Consumers section of the Consumer Price Index (CPI-U) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index shall be the following: <http://www.bls.gov/cpi>

(b.) If during any subsequent renewal periods, the county elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased by more than the percentage increase of the U.S. City Average, not seasonally adjusted, "Other Services" category of the All Urban Consumers section of the Consumer Price Index (CPI-U) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index shall be the following: <http://www.bls.gov/cpi>