

Amendment to athenahealth Master Services Agreement

This Amendment to athenahealth Master Services Agreement (this “**Amendment**”) is entered into by and between athenahealth, Inc., a Delaware corporation with a place of business at 80 Guest Street, Boston, MA 02135 (“**Athena**”), and Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as (“**Client**”) (Athena and Client collectively referred to as the “**Parties**”).

WHEREAS, the Parties have entered into an athenahealth Master Services Agreement (the “**MSA**”) and desire to amend the Agreement (as defined in the MSA) as set forth below;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. All capitalized terms used but not defined herein shall have the meanings assigned to them in the Agreement.
2. **Mailbox Account Opt-out.**
 - a. The Parties agree and acknowledge that Client shall use a lockbox of its own choosing, and that Athena will not provide any lockbox services for the Client as described in the Section on “Receiving and Processing Payments” in the Service Description.
 - b. Client will immediately after the Effective Date establish a lock-box relationship at a bank and will designate it as the “pay-to” address for all Client remittance information, including but not limited to all payments, denials, EOBs and hardcopy eligibility documentation. Client will arrange for the bank to process and deposit in a Client account all checks and other payments received and to forward promptly to Athena daily (excluding weekends and holidays) copies of all checks and originals of all other documentation using a documentation shipping, listing and control protocol reasonably specified by Athena.
 - c. Client will arrange deposit of all Collections (including without limitation time-of-service payments, co-pays, withhold returns, surplus distributions, bonus payments, revenue sharing, capitation payments and other managed care payments) into an account at such bank owned and controlled exclusively by it. Client, and not Athena, will be responsible for all bank charges and fees. Client will direct the lockbox bank to provide access by Athena as requested by Athena to records of the status, balances and transactions of relevant deposit accounts and to the records of activity in its lockbox.
 - d. Athena will wait at least 90 days after scanning Client’s paper EOBs prior to destroying them. Athena examines EOBs during posting. However, it is the Client’s responsibility to examine the non-EOB images for readability. Images shall remain online and accessible to Client for at least three years, and shall be archived by Athena after that time.
3. **ARPA Language Removed.**
 - a. The Agreement is hereby amended by deleting section eighteen (18) of the MSA and Exhibit D from the Agreement in their entirety.
4. **Increase Contract Value.**
 - a. The Total Annual Fee Cap set forth in Proposal #Q-262471-1, incorporated by reference into the Agreement, is hereby amended by deleting the current total not to exceed cap of \$3,507,208.75 (the “**Old Cap**”) and replacing it with the new Total Annual Fee Cap of \$3,732,208.75 (the “**New Cap**”). All references to the Old Cap in the Proposal shall be replaced with the New Cap.
5. Except as expressly amended or modified herein, the terms of the Agreement remain in full force and effect. To the extent of any conflict between the terms of this Amendment and those of the Agreement in effect immediately prior to amendment hereby, the terms of this Amendment shall control. This Amendment may be executed and delivered by fax or PDF file and in counterparts, each of which shall be deemed an original and all of which together shall constitute one single agreement between the Parties.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as a sealed instrument to be effective as of the date countersigned by Client.

ATHENAHEALTH, INC.

By: 
Name: Michelle Zhao
Title: Executive Director, Finance
Date: Apr 10, 2025

**CLIENT: Pinellas County, a political
subdivision of the State of Florida**

By: 
Name: Barry Burton
Title: County Administrator
Date: April 25, 2025

APPROVED AS TO FORM
By: Keiah Townsend
Office of the County Attorney