

**CUYAHOGA COUNTY DEPARTMENT OF SENIOR & ADULT
SERVICES
AGREEMENT BETWEEN
COUNTY OF CUYAHOGA, OHIO
AND
DYSERV, INC.**

THIS CONTRACT made and entered into this ____ day of _____, **2011** by and between County of Cuyahoga, Ohio (the "County"), on behalf of the Department of Senior & Adult Services ("DSAS"), 1701 East 12th Street, Lower Level, Cleveland, Ohio 44114 and Dyserv, Inc. a corporation, with principal offices located at 855 West Fifth Avenue, Columbus, Ohio 43212, (the Vendor).

WITNESSETH

WHEREAS, DSAS seeks to contract with the Vendor for the provision of professional billing services which is defined as: a healthcare billing and service company which provides computerized claims and billing services to healthcare providers which file medical insurance claims on behalf of healthcare providers with government and commercial companies by electronic means.

WHEREAS, DSAS desires to retain this Vendor to process claims and billing services whereby the Vendor will file insurance claims with government and commercial companies by electronic means on behalf of DSAS.

WHEREAS, the Vendor has demonstrated that it possesses the necessary expertise, knowledge, resources and initiative to successfully provide such billing services.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and for other valuable consideration, the receipt and adequacy of which is hereby acknowledged, DSAS and the Vendor agree as follows:

ARTICLE 1 – SCOPE OF SERVICES:

The Vendor shall provide billing services once DSAS is registered with this company. The Vendor will process all medical insurance claims for payment by government and commercial companies by electronic means. DSAS agrees to make available to the Vendor all information necessary to properly process DSAS claims and submit all such billing and insurance information to the Vendor on a weekly or monthly basis. In return the Vendor will process and submit all DSAS claims by electronic means.

Additionally, DSAS will provide the Vendor with the following information: Patient name, first and last, Billing number – 12 digit number that is next to the name on the Medicaid card, Date of Service – Month, day, and year, Diagnosis, ICD-9-CM code, Place of service, DSAS charge, Units of service, Explanation of Benefits (where applicable).

DSAS will pay the Vendor \$0.55 per claim, or a minimum of \$28.00 per month for claims processed and submitted by the Vendor for payment. In the event there is a processing error by the Vendor that causes the claim to be rejected, the Vendor will re-file the claim at no additional cost to DSAS.

ARTICLE II – VENDOR DELIVERABLES:

- The Vendor must have the capacity to provide electronically transmitted billing services.
- All patient information and data provided by DSAS to the Vendor shall be kept confidential and shall not be disclosed to anyone outside of the Billing Center other than to the extent necessary for the Vendor to process and submit claims for DSAS. In addition, the Vendor will not divulge the contents, terms or conditions of the agreement to any third party without express written consent of DSAS.
- The Vendor must comply with and follow all Health Insurance Portability and Accountability Act (HIPAA) requirements and regulations.

ARTICLE III – TERMS OF SERVICE:

The Vendor shall successfully provide all services as specified in this contract commencing on January 1, 2011; and, unless earlier terminated in accordance with the provisions of this contract, shall continue in effect until the close of business on December 31, 2011, which serves as the official termination date. All services outlined in this contract must be performed to the full and complete satisfaction of DSAS.

Vendor's failure to render satisfactory services as outlined in Article 1, Scope of Services and other contract deliverables specified herein and/or subcontracted services (if applicable) shall serve as a breach of this contract and provide DSAS with ample justification to terminate this contract at any time period preceding its specified termination date.

This agreement will be effective on **January 1, 2011** through **December 31, 2011**, unless otherwise terminated.

ARTICLE V – CONTRACT VALUE:

The Vendor hereby agrees to render the billing services identified in **Article I. – Scope of Work**, at a total price which shall not exceed the amount of Four Hundred Dollars (\$400.00) for the twelve month contract period.

ARTICLE VI – BILLING/CLAIMING INSTRUCTIONS TO ODJFS OR INSURANCE COMPANY:

Monthly invoices in duplicate – the Vendor will, within 15 business days after the end of each month, submit to DSAS an itemized invoice detailing billing services rendered and the following will occur:

- DSAS will forward claims via a hard copy or an electronically submitted Excel Worksheet to the Vendor for processing no later than the 10th business day of the month, although the Vendor will accept claims anytime during the month.
- The Vendor shall instruct ODJFS or insurance carriers that they are processing claims on behalf of DSAS on a monthly basis.
- The Vendor shall notify and provide instructions to ODJFS that reimbursement shall be forwarded directly to DSAS.

ARTICLE VII – INVOICING INSTRUCTIONS TO DSAS:

- The Vendor shall remit to DSAS a permanent record of the claims processed and forwarded to ODJFS and/or an insurance carrier for reimbursement.
- The Vendor shall submit one bill on a monthly basis for only those claims authorized by DSAS and performed by the Vendor. DSAS is not liable to pay costs arising from changes, modifications not authorized in advance by DSAS.
- The Vendor's invoice which serves as its request for payments are due no later than the 25th day of the month following the date of service.

All invoices and billing/claiming reports should be forwarded to:

Department of Senior & Adult Services Management Services
Attn: David Dombrosky, Deputy Director
Reserve Square
1701 East 12th Street, Lower Level
Cleveland, Ohio 44114

ARTICLE VIII – TERMS OF PAYMENT:

DSAS will review the invoice for completeness and accuracy before making payment within thirty (30) days of receipt. All submitted invoices are subject to adjustment by DSAS before such payment(s) are made in order to adjust for mathematical errors, incorrect rates, non-covered services or services. The reported fees for processed claims are subject to audit by appropriate County, State or Federal officials or an independent audit after payment is made if deemed necessary. Payment will not be rendered without an invoice and a summary report listing services provided for the billing period. Payments made will not be subject to late fees or interest payment penalties. **UNDER NO CIRCUMSTANCES SHALL DSAS REIMBURSE THE VENDOR MORE THAN \$400.00 DURING THE CONTRACT PERIOD.**

ARTICLE IX – PAYMENT TIME LIMIT:

DSAS reserves the right to withhold payment from the Vendor in the event invoices for claims processed are not submitted for payment in a timely manner based on the following:

- a. Invoices submitted 60 days or more after the end of the service month during the contract period.
- b. Invoices submitted 60 days or more after the expiration of the contract.
- c. Invoices submitted in excess of 60 days after services are rendered for a prior state or fiscal period for which DSAS may not be able to claim or receive state/federal reimbursement.

ARTICLE X – DUPLICATE BILLING:

The Vendor warrants that invoices submitted and claims made to DSAS or the County for payment for services provided shall be for actual services rendered and they are not duplicate claims made by the Vendor to other government entities, municipalities or non-profit organizations for the same service.

ARTICLE XI – SUBCONTRACTING (IF APPLICABLE):

When deemed necessary to deliver the quantity and quality of services as specified in this contract, the Vendor may need to subcontract appropriate services. All such subcontracted services shall be in the same form as stipulated in this contract and subject to the same terms, conditions and covenants contained herein. No such subcontracted services shall in any case release the Vendor of it's responsibility for making direct payment to its subcontractors for such services rendered as part of this agreement. DSAS will not be required to make direct payments nor be held liable for any payments not made by the Vendor for subcontracted services provided under the auspices of this contract.

ARTICLE XII – SAFEGUARDING/CONFIDENTIALITY OF CLIENT'S INFORMATION:

The Vendor represents and warrants that they shall be in full compliance with all applicable laws and regulations of Federal and state government authorities relating to its respective obligations under this Agreement. The Vendor shall use reasonable efforts to ensure compliance with Public Law 104-191 of August 21, 1996, Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261 et seq. As from time to time amended (referred to in this Agreement as "HIPAA") prior to the effective enforcement date (s) thereof. In amplification of this provision of the Agreement, the Vendor agrees that it shall:

- a. Only use or disclose information defined as "Protected Health Information" (PHI) to perform functions, activities and services as permitted or required by the Agreement;
- b. Not use or further disclose the Protected Health Information in a manner that would violate the requirements of applicable law;
- c. Use appropriate safeguards to prevent use or disclosure of such Protected Health Information other than as provided for by this Agreement;
- d. Report to DSAS any use or disclosure of such Protected Health Information not provided for by this Agreement of which Vendor becomes aware;
- e. Ensure that any subcontractors or agents to whom the Protected Health Information is made available, in fulfillment of obligations of this Agreement, formally agree to the same restrictions and conditions that apply to the parties hereto with respect to such information;
- f. Be allowed the use of Protected Health Information for the proper management and administration of Vendor or to carry out legal obligations;
- g. Make its internal practices, books, and records pertaining to the use and disclosure of Protected Health Information received by Vendor on behalf of DSAS, available to the Secretary of HHS for the purposes of determining DSAS' compliance with the Privacy Rule;
- h. Authorize termination of this Agreement upon DSAS' knowledge of a material breach by the Vendor after having provided an opportunity for the Vendor to cure the breach or end the violation; and
- i. Upon termination of this Agreement, extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures.

The Vendor agrees that the use of, or disclosure by any of its employees, agents and subcontractors of any information for any purpose not directly related to the administration of this contract is strictly prohibited except upon the written consent of the client or his/her responsible guardian and/or DSAS.

ARTICLE XIII - PUBLICITY:

In any publicity release or other public reference including media release, information pamphlets, etc., on the service provided as part of this contract, it will clearly state that the project is in part funded by the County.

ARTICLE XIV – INDEMNITY:

The Vendor agrees to indemnify and save the County of Cuyahoga, all of its departments, agents and employees harmless from suits or actions of every nature and description if said actions are brought against the Vendor or any and all of its officers, agents, employees, or subcontractors due to injuries or damages received or sustained by a party or parties that may arise out of the performance of the service contemplated by this contract.

ARTICLE XV – CONTRACT AMENDMENT:

This contract represents the entire integrated agreement between DSAS and the Vendor and it superseded all prior negotiations, representations, or agreements. This contract may be amended at anytime as mutually agreed to by both parties and a written amendment signed by both parties and submitted to the County for approval. Reasons for amendment may include, but are not necessarily limited to the following:

- a. The quality, quantity or scope of purchased services furnished by the vendor has been reduced or increased.
- b. The quality, quantity or scope of purchased services requested by DSAS has been reduced or increased
- c. The time period needs to be extended.

ARTICLE XVI – CONTRACT TERMINATION:

DSAS reserves the right to terminate this agreement for any reason as a result of the Vendor's failure to perform all agreement deliverables as specified within this agreement. Either party shall have the right to terminate this contract upon a thirty (30) day advance written notice to the other party if either party does not meet the terms and conditions specified in this agreement. The Vendor shall provide all services required by this agreement up to and including the date of termination, and shall be compensated upon receipt of an itemized invoice for services rendered. Under no circumstances shall DSAS be responsible for, or subject to any type of penalty.

ARTICLE XVII – ELECTRONIC TRANSACTIONS:

By entering into this Agreement, I agree on behalf of the contracting or submitting business entity, its officers, employees, subcontractors, subgrantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring county signatures may be executed by electronic means, and that the electronic signatures affixed by the County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. I also agree on behalf of the aforementioned entities and persons, to be bound by the provisions of chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

IN WITNESS WHEREOF, the County and the Vendor have each caused this contract to be signed and delivered by its duly authorized representatives as of the date first written above.

VENDOR

By:

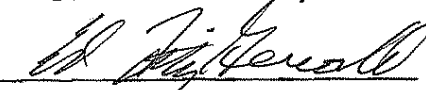


County of Cuyahoga, Ohio

CUYAHOGA COUNTY, OHIO

By:

X



Edward FitzGerald, County Executive