

**CONTRACT
FOR
MEDICAL BILLING AND CASE MANAGEMENT SYSTEMS
BETWEEN
CUYAHOGA COUNTY
AND
PRISEWORKS CORPORATION**

THIS CONTRACT made and entered into this 3rd day of January 2013 _____
("effective date"), by and between the County of Cuyahoga, Ohio (the "County"), on behalf of
the Cuyahoga County Court of Common Pleas, Corrections Planning Board, Treatment
Alternatives to Street Crimes (TASC) Agency, (hereinafter referred to as "TASC"), and
Priseworks Corporation, located at 555 Metro Place North, Suite 100, Dublin, OH 43017, (the
"Provider"), an Ohio corporation, through its duly authorized officer.

WITNESSETH THAT:

WHEREAS, the County, on behalf of Cuyahoga County Court of Common Pleas, desires to
supplement the regularly employed staff of the County in order to obtain medical billing and
case management system software and services to serve the needs of TASC; and

WHEREAS, the Provider, in response to the County's Request for Proposal, RFP #25273, dated
October 22, 2012 ("RFP"), has submitted a proposal to furnish such medical billing and case
management software and services to the County ("Proposal"); and

WHEREAS, the County finds the Proposal acceptable and desires to hire Provider to furnish
medical billing and case management software and services under the terms, conditions and
provisions contained in this Contract.

NOW THEREFORE, the parties hereby agree as follows:

I. Scope of Services

A. General

The Provider agrees to provide, and the County agrees to pay for medical billing and case management system software and services as further described in the RFP ("Exhibit A"), and the Proposal ("Exhibit B"). Exhibits A and B are attached and incorporated in this Contract as fully rewritten herein.

B. Specific Services

The Provider shall provide and install in two phases a Billing and Case Management System called Agency HIPAA Automation System (AHAS). Phase I of the project includes the initial setup, migration and implementation of the Billing System. The new Billing System shall allow TASC to perform HIPAA 837 billing and BH data reporting with the State of Ohio through the Multi-Agency Community Services Information System (MACSIS) and Medicaid Information Technology System (MITS), as further described in the Proposal.

In the second phase of the project, Provider shall provide and install a Case Management System that will accept a data transfer from the existing TASC case management system, CLAMS, and have the ability to add new clients and transactions to the system provided by Provider, as further described in the Proposal. The Billing and Case Management System will be fully integrated to allow for an automated transfer of billing information to occur when a transaction is entered into the Case Management System.

The Provider shall deliver the system on a deployed (perpetual) license model with the software installed on County-owned servers specifically assigned to the TASC function.

C. Project Schedule

1. Phase I: Initial setup, migration and implementation of the Billing System – 30 days from effective date of the Contract or March 1, 2013, whichever is sooner.
2. Phase II: Implementation of the Case Management System – not to exceed 145 days from the effective date of the Contract.

3. Annual Maintenance and Technical Support – starting on the second year of the Contract and continuing for the term of the Contract.

D. Project Deliverables

1. Perform gap and need analysis to determine the exact scope of the project;
2. Develop and deploy a data bridge to migrate existing client data from CLAMS application to AHAS;
3. Host an instance of AHAS for the exclusive use of TASC, enabling them to perform client and service data capture, billing, and reporting with the State of Ohio and other funding sources;
4. Provide training and system support for TASC staff who will be working with AHAS;
5. Provide annual maintenance and technical support services for AHAS for the term of the Contract

II. Term

The term of this Contract shall begin on the effective date and shall continue, unless extended by the County or sooner canceled or terminated under the provisions of this Contract, for a term not to exceed five years.

III. Payment

The total cost of the contract for the five-year term is \$63,840.00.

The County shall pay Provider the following, as further described in the Proposal:

1. \$7,840.00 for the installation of the AHAS System, including initial setup and migration; and
2. \$15,200.00 for a one-time license cost for AHAS v3.0 software suite, including the Sybase ASE database with support for up to 50 users; and
3. \$10,200 for AHAS annual maintenance and technical support starting on the second year of the Contract and continuing thereafter for the term of the Contract.

The cost of the Contract for the first year is \$23,040.00 for a deployed license model, payable in three equal installments. The first payment is due within 30 days from the effective date of the

Contract, the second payment is due on the 90th day of the contract, and the third payment is due on the 180th day of the contract.

The cost of the Contract for the second through the fifth year is \$10,200.00 for the AHAS annual maintenance and technical support, payable by the County on the first annual anniversary date of this Contract and on each annual anniversary date thereafter for the term of the contract.

Any provision of this Contract to the contrary notwithstanding, payment by the County hereunder shall be subject to annual appropriation of sufficient funds by Cuyahoga County Council. The County may terminate this contract, on 30-days written notice to Provider, in the event of insufficient appropriation, at no additional charge or cost to the County.

IV. Termination

A. *For Cause:* If Priseworks breaches any terms of this Contract, the County shall have the right to immediately terminate this Contract by giving written notice of termination to Priseworks. If annual payment is not received by Priseworks as defined in Section III of this Contract, it is understood that all further Priseworks services may be suspended and the Contract terminated at Priseworks's discretion.

B. *For Convenience:* The County shall have the right to terminate this Contract at any time, during the base term or any of the optional extensions, with thirty (30) days advance written notice to Priseworks.

In the event Provider ceases to operate, no longer provides the goods and services offered in its Proposal, or the Contract is terminated pursuant to the terms included herein, Provider shall make available to County all records, documents, materials and working papers prepared specifically for the County under this Contract, related to the AHAS system, in order to allow County to continue to maintain the AHAS system.

Notwithstanding, the Provider shall maintain ownership of any of its previously developed software, information, or documentation that may be adapted as part of the services or incorporated into a deliverable under this Contract and the County shall receive a non-

transferrable, non-exclusive, limited license to use such software, information, or documentation in connection with the deliverables and Provider shall not be restricted from using same for future endeavors.

V. Indemnification

To the fullest extent permitted by law, Priseworks shall indemnify, defend, and hold harmless the County, its officers, and employees against losses, damages, expenses, suits, claims, demands, fines, penalties, awards, liabilities and costs, including reasonable attorney's fees, to the extent that the liability, or the underlying harm causing the liability, is attributable to, may arise out of or be based upon, negligence, error, act, or omission by Priseworks, its principals, employees, agents, brokers, or any of its subcontractors.

At the County's option, Priseworks shall defend or reimburse the County in any litigation and pay on behalf of the County all sums that the County shall become legally obligated to pay as a result of any litigation or claims incurred in connection therewith and satisfy and cause to be discharged such judgments that may be obtained against the County, its officers, agents, and employees to the extent of Priseworks's indemnification obligations as set forth above.

VI. Insurance

Priseworks shall maintain at all times professional liability insurance with coverage of ONE MILLION DOLLARS (\$1,000,000.00) for any one incident, general commercial liability policy with coverage of ONE MILLION DOLLARS (\$1,000,000.00) for death or injury of any one person and TWO MILLION DOLLARS (\$2,000,000.00) for the death or injury of two or more persons in any one occurrence, together with ONE MILLION DOLLARS (\$1,000,000.00) for property damage in any one occurrence with an aggregate property damage of TWO MILLION DOLLARS (\$2,000,000.00) two or more occurrences. Said insurance is to be placed with an insurance company authorized to do business in the State of Ohio. Priseworks shall name the County as an additional insured on all insurance and shall provide a certificate of such insurance upon request by County.

Priseworks shall secure Worker's Compensation for all of Priseworks's employees as required by law. A Certificate of Compliance from the State of Ohio's Bureau of Workers' Compensation shall be provided to County upon request.

The limits of insurance specified above shall in no way constitute the upper limits of liability for which Priseworks is responsible under Section V.

VII. Performance Bond

Priseworks shall secure performance of this Contract with a bond from a surety company authorized to do business in the State of Ohio, and approved by the County, such approval not to be unreasonably withheld or delayed, with good and sufficient sureties and in an amount equal to \$23,040.00 for the work performed in Phase I and II. A letter of credit or a certified check are acceptable in place of a performance bond. Priseworks shall maintain the bond in full force and effect through the completion of Phase II of the Contract.

VIII. Assignment

Priseworks may not assign, transfer, convey, sell or pledge its rights or interest in this Contract or any part thereof, or any right or privilege created hereunder.

IX. Confidentiality

The parties agree to respect and abide by all Federal and State laws, rules, and regulations, including those pertaining to confidentiality and disclosure with regard to all information and records obtained or reviewed in the course of providing services under this Contract.

X. Miscellaneous

A. *Governing Law and Jurisdiction.* This Contract shall be governed by and construed under the laws of the State of Ohio without regard to conflicts of law provisions. The parties agree that the state and federal courts sitting in Ohio will have exclusive jurisdiction over any claim arising out of this Contract, and each party consents to the exclusive jurisdiction of such courts. Priseworks hereby agrees not to challenge any provision in this contract, including this

Governing Law and Jurisdiction provision, and not to attempt to remove any legal action outside of Cuyahoga County for any reason.

B. *No Indemnification by County.* Priseworks acknowledges that as an Ohio political subdivision, the County is prohibited by law from agreeing to indemnify any person or entity, and agrees that no provision of this Contract or any other contract or agreement between Priseworks and the County may be interpreted to obligate the County to indemnify or defend Priseworks or any other party.

C. *Notices.* Any notice to be given under this Contract by either party to the other may be effected either by personal delivery in writing or by certified mail, postage-prepaid, return receipt requested. Notice delivered personally shall be deemed received upon actual receipt; notice sent by certified mail shall be deemed received on the date the return receipt is either signed or refused. Mailed notices shall be addressed to the parties at the addresses appearing below:

To the County:	Maria Nemec, Executive Director Cuyahoga County TASC Agency Court of Common Pleas Corrections Planning Board 1276 West Third Street, Suite 210 Cleveland, Ohio 44113	Telephone: 216-443-5076
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With a copy to:	Attn: Cuyahoga County Director of Law Cuyahoga County Department of Law 1219 Ontario Street, 4 th Floor Cleveland, Ohio 44113
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To Priseworks:	John Thomas, President Priseworks Corporation 555 Metro Place North Suite 100 Dublin, OH 43017	Telephone: 614-791-3262
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D. *Entire Agreement.* This Contract constitutes the entire agreement between the parties, either express or implied, with respect to the subject matter hereof. No modification of this

Contract shall be binding upon the parties unless set forth in writing and signed by both parties, or their respective successors or assigns.

E. No Apparent Authority/Proper Approvals. Priseworks recognizes and agrees that no public official or employee of Cuyahoga County may be deemed to have apparent authority to bind the County to any contractual obligations not properly authorized pursuant to the County's Contracting and Purchasing Procedures Ordinance.

F. Parties Bound and Benefited. This Contract shall bind and benefit the parties hereto and, as applicable, their respective owners, members, directors, officers, representatives, successors, and assigns.

G. Non-Waiver. The County's failure to require performance of any provision of this Contract, or if it requires performance and does not follow through, shall not affect the County's right to require performance at any time thereafter. Additionally, the County's waiver of any breach or default of this Contract shall not constitute a waiver of any subsequent breach or default or a waiver of the provision itself or any other provision.

H. Contract Interpretation and Construction. In the event an ambiguity or question of intent or interpretation arises, this Contract shall be construed as though drafted by both parties, and no presumption or burden of proof shall arise favoring or disfavoring one party by virtue of the authorship of any of the provisions of this Contract. In the event of any variance between the provisions of this Contract and the exhibits to this Contract, the provisions of the document shall govern in the following order: (1) this Contract; (2) the RFP; (3) the Proposal.

I. Counterparts and Facsimile/Electronic Execution. This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Contract (and each amendment, modification and waiver in respect of it) by facsimile or other electronic transmission, including email, shall be as effective as delivery of a manually executed original counterpart of each such instrument.

J. *Severability.* If any provision of this Contract is invalid or unenforceable for any reason, this Contract shall be divisible as to such provision and the remainder of this Contract shall be and remain valid and binding as though such provision was not included.

K. *Applicable County Ordinances.* All County contracts, including this Contract, are subject to all applicable County ordinances, including, but not limited to, the Cuyahoga County Ethics Ordinance, Cuyahoga County Inspector General Ordinance, and Cuyahoga County Contracting and Purchasing Procedures Ordinance. Copies of all County ordinances are available on the County Council's web site at <http://council.cuyahogacounty.us/>.

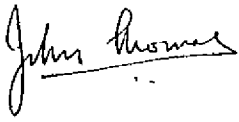
L. *Public Records.* All parties hereto acknowledge that County is a political subdivision in the State of Ohio and as such is subject the Ohio Revised Code and other law related to the keeping and access to Public Records, including any and all applicable Sunshine Laws, open meeting requirements, and retention schedules effecting any and all manner of communication with the County and any and all documents in any format or media.

M. *Electronic Signature.* By entering into this Contract, Priseworks agrees on behalf of its respective 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 County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. Priseworks also agrees 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 signature policy of County.

IN WITNESS WHEREOF, the parties have hereunto set their hands by their duly authorized respective officer(s), and affixed the seals of said parties:

PRISEWORKS CORPORATION

COUNTY OF CUYAHOGA, OHIO

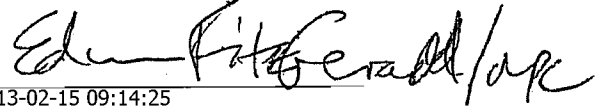
By: 

John Thomas

Title: President

Date: 1/3/2013

Edward FitzGerald, County Executive

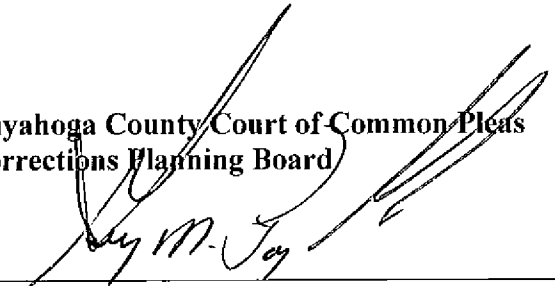
By: 

2013-02-15 09:14:25

Edward FitzGerald
County Executive

Date: _____

**Cuyahoga County Court of Common Pleas
Corrections Planning Board**

BY: 

Gregory M. Popovich, Court Administrator