

COMPREHENSIVE MEDICAID BILLING SERVICES AGREEMENT

This Consulting and Billing Services Agreement is by and between Healthcare Billing Services, Inc. (HBS) whose offices are located at 55 High Street, Carroll, Ohio 43112, and Norton City School District (the District). WHEREAS, HBS agrees to furnish and the District agrees to purchase Comprehensive Medicaid Billing Services relating to the Ohio Medicaid School Program (MSP) in accordance with the Terms and Conditions set forth below; NOW, therefore, it is agreed as follows:

TERMS AND CONDITIONS

1. GENERAL DATA

Agency: Norton City School District
Street: 4128 S. Cleveland-Massillon Road
City: Norton **State:** OH
Zip: 44203 **Phone Number:** (330) 825-2114

2. TERM OF AGREEMENT

This Agreement shall be effective from the execution date of this Agreement and shall remain in full force unless terminated as provided herein. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party.

3. SCOPE OF SERVICES

HBS shall provide the services as specified in Section II, III, IV and V of the Proposal, which shall be considered part of this agreement, consistent with the definitions in Section I of the proposal.

4. FEE SCHEDULE

The District shall pay HBS according to Section VI, which shall be considered part of this agreement.

5. INVOICES AND TERMS FOR PAYMENT

Charges for all services shall be invoiced on a monthly basis at 7% (seven percent) of the total MSP dollars received by the district during the prior month. This includes MSP cash receipts received for Interim Claiming and any Final Settlement payments received by the District. Terms for payment of all charges are net 30 days.

6. CONFIDENTIALITY OF INFORMATION


HBS agrees that all data and other related information of the District acquired in the course of performance of this Agreement are the exclusive properties of the District. HBS shall use its best efforts to maintain the confidentiality of all data and other related information furnished by the District. The obligation to maintain confidentiality shall survive termination of this Agreement, and HBS agrees to return to the District upon termination all data furnished to it by the District.

HBS will comply with the requirements of 45 CFR 164.504(e) (1) for safeguarding and limiting access to information concerning beneficiaries.

7. GENERAL

- (a) Except as otherwise limited herein, HBS offers a limited guarantee on the accuracy of any information, service or product furnished hereunder. While HBS has accurately represented to the District its experience and credentials as a Medicaid claims processing contractor, cost report preparer, and reimbursement consultant, the Medicaid School Program is a changing program. As such, HBS limits its guarantee of the accuracy and performance of services furnished to the District under this agreement, to the actual amounts paid by the District to HBS for services rendered.
- (b) The District is solely responsible for the accuracy and sufficiency of information that it furnishes or transmits to HBS.
- (c) HBS does not, in any way, guarantee payment of the District's claims, and it shall not be responsible for non-payment of such claims for any reason, including processing errors by HBS, by the payor, or by the District. If non-payment of claims results from processing errors by HBS, the District shall be entitled to the remedies described in paragraph (a) above, for the specific unpaid claims. HBS does not, in any way, guarantee the outcome of any audit, whether programmatic or fiscal, which shall be performed by any authority, whether federal, state, or local. HBS shall not be responsible for any adverse audit findings or adjustments for any reason, including errors made by HBS, any federal, state or local authority, or District. If adverse audit findings or adjustments result from errors by HBS, the District shall be entitled to the remedies described in paragraph (a) above, limited to the amounts actually paid by the District to HBS for services rendered.
- (d) All District claims based on alleged breach of any covenant or guarantee of HBS herein shall be deemed waived unless made or brought within ninety (90) days following the discovery of such alleged breach.
- (e) HBS shall provide proof of liability insurance to the District.
- (f) HBS shall not be liable for any loss, injury, or damage resulting in whole or in part from acts of God, acts of public or quasi-public authorities, fire, theft, accidents involving aircraft or motor vehicles, or any other cause beyond the control of HBS.
- (g) HBS assumes responsibility for the loss, destruction, or security of valuable papers, information or data of the District, except as limited in paragraph (f) above. HBS agrees to obtain and maintain in effect at all times, at its sole expense, insurance covering all valuable papers, data and information to be entrusted hereunder to HBS.
- (h) HBS shall comply with all federal, state, and local laws.
- (i) HBS will allow the representatives of the U.S. Department of Human Services, ODM, ODE, or their respective designee, access to the subcontractor's books, documents and records.
- (j) HBS acknowledges that they or their principals are not suspended or debarred.
- (k) Any provision or condition in any purchase order or other memorandum of the District or HBS which is in any way inconsistent with, or which adds to, the provisions hereof is hereby agreed to be null and void.
- (l) This agreement constitutes the full and complete Agreement between the District and HBS and no amendment, modification, waiver, or supplement thereto shall be binding on either party unless embodied in writing and signed by duly authorized representatives of each party.
- (m) This Agreement shall be interpreted according to the laws of Ohio.

- (n) HBS acknowledges that FBI/BCI checks for all employees that work in an Ohio school district, as required by HB 190 and HB 79, can be provided to said school district upon request.

By 
Print Daniel A. Thomas
Title President
Date 9-4-18

District _____
By _____
Print _____
Title _____
Date _____