



Healthcare Billing Services, Inc.

July 1, 2018

Jeff Hall
Treasurer
Brecksville-Broadview Heights City School District
6638 Mill Road
Brecksville, OH 44141

Dear Jeff:

Our records indicate that the MSB Consulting Group contract that was acquired by Healthcare Billing Services, Inc. (HBS) has expired. Two copies of your new HBS contract are enclosed for your review. We are certainly willing to add more specific language in areas where you find it necessary. Once you have reviewed this information and signed the appropriate pages, please return one signed copy to us.

Do not hesitate to contact me should you have any questions regarding the contract.

Sincerely,

A handwritten signature in black ink that reads "Debbie Miller". The signature is written in a cursive, flowing style.

Debbie Miller
Healthcare Billing Services, Inc.

Enclosure

**Ohio Medicaid School Program
Comprehensive Medicaid Billing Service Proposal**

Presented to:

**Brecksville-Broadview Heights City School District
6638 Mill Road
Brecksville, Ohio 44141**

Presented by:

Healthcare Billing Services, Inc. (HBS)
55 High Street
Carroll, Ohio 43112
Phone: (740) 639-4218
Fax: (740) 639-4217

July 1, 2018

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I. Definitions

AUP Audit – Shall mean the MSP required annual Agreed Upon Procedures audit that the District is required to have completed.

District – Shall mean the Brecksville-Broadview Heights City School District whose primary offices are located at 6638 Mill Road, Brecksville, Ohio 44141.

FFP (Federal Financial Participation) – Shall mean the percentage that Medicaid will reimburse costs under the MSP program.

HBS – Shall mean Healthcare Billing Services, Inc., whose primary offices are located at 55 High Street, Carroll, Ohio 43112.

MER (Medicaid Eligible Rate) – Shall mean the District's percentage of students with Medicaid coverage.

MSP – Shall mean the Ohio Medicaid School Program.

ODE – Shall mean the Ohio Department of Education.

ODM – Shall mean the Ohio Department of Medicaid.

RMTS – Shall mean the Ohio Medicaid School Program Random Moment Time Study.

Service Provider – Shall mean individual therapist documenting services under the MSP.

II. Implementation Services

- A.** HBS shall submit lists of participating employed service providers to ODE for inclusion in RMTS. (Quarterly)
- B.** HBS shall submit student data to ODM for computation of District's MER percentage. (Annually)
- C.** HBS shall verify Medicaid Eligibility on all IEP students, and re-check quarterly.
- D.** HBS shall attend all State offered MSP meetings on behalf of the District.
- E.** HBS shall attend all meetings requested by the District regarding the MSP Program.
- F.** HBS personnel shall be available on normal business days and normal business hours for technical support and questions. Questions may be communicated via fax, e-mail, or from our website.

III. Training Services

- A.** HBS shall provide MSP training to District MSP service providers. Training shall be service specific and shall include training staff on documentation procedures including how to complete MSP professional service documentation, what services to document, time study requirements, and other relevant MSP information. Training shall be performed at a location that is convenient for the District.
- B.** Additional ongoing training shall be performed by HBS as requested by the District. This training shall be performed at a location and time that is acceptable to the District.
- C.** HBS shall attend all State offered MSP training on behalf of the District, and report back to the District on any new information relating to the MSP program. HBS shall also communicate regularly with State personnel from the ODM and ODE regarding MSP issues relating to the District's MSP program.

IV. Claim Processing

- A.** The District MSP service providers shall document MSP services using the HBS web-based documentation system.
- B.** HBS shall review all eligible MSP professional service documentation to be certain that each claim contains the necessary elements as required by the MSP program. Claims with errors shall be returned to the Provider for correction.
- C.** HBS shall be responsible for obtaining student Medicaid Numbers, which will be checked on a quarterly basis, using the database of the ODM.
- D.** Claims shall be transmitted to the State of Ohio on a daily basis.
- E.** District will give HBS access to the Ohio Medicaid Provider Portal (MPP) payment system so that claims can be downloaded into the HBS claim processing system, and reconciled and resubmitted and corrected if necessary.
- F.** Upon notice by ODM that a student has “Third Party Insurance” coverage, HBS will discontinue submitting MSP claims for that student.
- G.** HBS shall communicate to the District on a quarterly basis detailing the status of the District’s MSP claims processing including but not limited to the dollar amount totals by month by service of claims paid, and a listing detailing Provider participation.
- H.** HBS shall coordinate and attend all MSP program reviews and the AUP audit. The District shall be responsible for gathering supporting information relating to the IEP and assessment process, as well as other District specific information that may be required. The final results of such audits and reviews shall be presented in writing to the District.

V. Cost Reporting

- A.** HBS shall attend, on behalf of the District, all cost reporting training offered by the ODE and ODM. HBS shall discuss with State personnel the various cost reporting methodologies and cost allocation methods to be used on the District's cost report.
- B.** At the end of each school fiscal year, HBS shall send a list to the District outlining the financial data that will be needed in order to prepare the MSP Cost Report.
- C.** HBS shall prepare the MSP Cost Report and required schedules and workpapers, adhering to rules and regulations set forth by the ODE and ODM.
- D.** HBS shall coordinate and attend all MSP financial reviews and the AUP audit. HBS shall provide all schedules and supporting documentation used in preparing the cost report. The final results of such audits and reviews shall be presented in writing to the District.
- E.** HBS shall compute annual final settlement estimates and verify those estimates with actual State final settlement computations.

VI. Fees

- A.** Our approach to fees is simple; HBS gets paid only after the District gets paid. There is no up-front cost to you. The District will be invoiced on a monthly basis for all MSP cash receipts collected during that month. Payment terms are Net 30 days.
- B.** The fee for services outlined in Section II through V of this proposal shall be a total of 7% (seven percent) of the cash receipts that the District collects under the MSP program. This includes any positive or negative amounts generated by the annual Final Settlement and any future audit adjustments. Any negative adjustments would require HBS to pay back to the District the portion of fees associated with the adjustment. Any additional Medicaid revenue received will be invoiced accordingly.

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 Brecksville-Broadview Heights City (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: Brecksville-Broadview Heights City School District
Street: 6638 Mill Road
City: Brecksville **State:** OH
Zip: 44141 **Phone Number:** (440) 740-4020

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

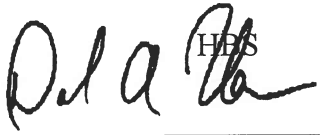
HBS agrees that all data and other related information of the District acquired in the course of performance of this Agreement are the exclusive properties of the District. HBS shall use its best efforts to maintain the confidentiality of all data and other related information furnished by the District. 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  HBS
Print Daniel A. Thomas
Title President
Date 7-1-18

District _____
By _____
Print _____
Title _____
Date _____