

AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND COMPREHENSIVE HEALTHCARE SOLUTIONS
FOR
BILLING AND COLLECTION SERVICES AT THE
ALBANY COUNTY NURSING HOME

Resolution No. 115 of 2018

This is an Agreement made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with a principal place of business located at 112 State Street, Albany, New York 12207 (hereinafter called the "County") and Comprehensive Healthcare Solutions, a New Jersey corporation with a principal address of 36 Airport Roads, Suite 101, Lakewood, New Jersey 08701 (hereinafter called the "Contractor," the Contractor and the County may be referred to as the "[P]arties" or either as the "[P]arty").

WITNESSETH:

WHEREAS, the County has a need for a Contractor to provide financial billing and collection services for the residents of the Albany County Nursing Home, located at 781 Albany Shaker Road, Albany New York 12211; and

WHEREAS, the Albany County Purchasing Division (hereinafter called "Purchasing Division") issued a Request for Proposal for Billing, Accounts Receivable, and Collections Services, said request having been designated RFQ #2018-008, issued on January 11, 2018 and published on January 11, 2018 (hereinafter called the "RFQ"); and

WHEREAS, the Purchasing Division has issued three (3) addenda to the RFB, the first on January 17, 2018 (hereinafter called the "Addendum #1"), the second on January 22, 2018 (hereinafter called the "Addendum #2"), and the third on January 23, 2018 (hereinafter called the "Addendum #3," and together with Addendum #1, and Addendum #2, may be referred to herein as the "Addenda"); and

WHEREAS, the Contractor has submitted a proposal on January 31, 2018 to provide the aforesaid billing and collection services; and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid Building Assessment services on February 6, 2018; and

WHEREAS, the County Legislature has authorized the County Executive to enter into an agreement with the Contractor regarding the aforesaid billing and collection services through **Resolution No. 115 of 2018**, adopted March 12, 2018; and

WHEREAS, this Agreement sets forth the understanding reached by the parties herein;

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

- 1.1. The Contract Documents consist of the following: this Agreement, the Addenda, which are incorporated by reference and made a part hereof, RFP #2018-008, which is incorporated by reference and made a part hereof; and the Contractor's Proposal, which is incorporated by reference and made a part hereof (collectively called "the Agreement" hereinafter).
- 1.2. In the event of any discrepancy, disagreement, or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the Addenda, in reverse order, 3) the RFQ; 3) the Contractor's Proposal.

ARTICLE 2. SCOPE OF SERVICES

The Contractor will provide a full spectrum of accounts receivable/billing and collection services for the Albany County Nursing Home as described below:

2.1 The Contractor shall provide accurate census in the accounts receivable software (accurate daily totals (ADTs) and corresponding payers)

2.2 The Contractor shall generate billing for all payer sources (Medicaid, Medicare, health maintenance organizations (HMOs), Hospice, Private and Patient Liability) in a timely and proactive manner.

2.3 The Contractor shall posted all cash receipts (via electronic remits for Medicaid/Medicare and copies of deposits from facilities for private checks) in a timely fashion.

2.4 Contractor shall conduct aging reviews which shall include review of all denials and non-payments from all payer sources with timely follow ups with each payer accordingly, with action to rebill or collect as appropriate, including:

- Medicaid and Medicare denials and suspended claims.
- Coordination of all alternative dispute resolution (ADR) claims with the facility's therapy team.
- Phone calls to all HMO, medical long term care (MLTC)s and Private insurance for each unpaid claim within thirty to forty-five days of dates of service and additional follow up needed until claim is paid.

2.5 The Contractor shall use its expertise in the HMO process from the authorization to process the billing/collections process and shall handle the changing environment to MLTC. This shall include:

- Phone calls to resident families for all delinquent accounts for Private and net available monthly income (NAMI).
- Follow up on all Hospice and VA claims as necessary.

2.6 The Contractor shall submit month-end closing reports and supply them to the Nursing Home's controller/accountants. This shall ensure the tying out census to sales, cast to bank statements and Patient funds trial balance to bank records.

2.7 The Contractor shall provide reports on a constant basis regarding revenue booked, cash collections, and outstanding accounts receivable (AR).

2.8 The Contractor shall perform full bookkeeping duties for the Resident Trust accounts, including processing check requests, posting disbursement, posting cash withdrawals, monthly patient funds reconciliation, and quarterly statements.

2.9 Contractor shall perform full monitoring and tracking of all operational procedures that effect eligibility and establishment of payer sources. These services shall include:

- The Review of all admissions to ensure the admit payer (primary/secondary) are active and authorized.
- Monitor Medicare eligibility for days available/days used.
- Monitor the HMO authorization and last covered days.
- Monitor the Medicaid application process proactively to prevent penalties, gap in coverage and unexpected NAMI's on the budget letters by providing the following:
 - Training for the Nursing Home's Medicaid Coordinator as needed.
 - Ensuring the Medicaid Assistant Coordinator meets the families/patients proactively to discuss the application process.
 - Guiding and advising the Medicaid Assistant Coordinator on what is needed on each case.
 - Demanding accountability on a weekly basis to ensure Medicaid Assistant Coordinator is following the appropriate steps necessary to ensure approval.
 - Manage the attorney referral process for guardianship, deed transfer or necessary actions for the Medicaid Assistance process.
 - Review all the documents gathered on the case to ensure the financial information will result in approval and if upon analysis there is an issue, the Contractor will ensure Medicaid Ass coordinator is aware and will take the necessary steps to address.
 - Upon review, the Contractor will estimate the NAMI and guide the MA coordinator on offering direct deposit for all NAMI sources.

2.10 The Contractor shall monitor the re-certifications to prevent drop in coverage by reviewing all end dates and ensuring such re-certifications are done thirty (30) to sixty (60) days prior to a drop in coverage.

2.11 The Contractor shall monitor all Private/NAMI bills to ensure all accounts are up to date and working with the Nursing Home to enroll accounts direct deposit to reduce NAMI bad debt.

2.12 Involvement and support with all third party audits related to accounts receivable including audits done by the Office of the Medicaid Inspector General (OMIG), Medicare bad debt, recovery audit contractor (RAC) , ADR's, etc.

2.13 The Contractor shall back up the service onsite and offsite and have a disaster recovery plan.

2.14 The Contractor shall be fully compliant with HIPPA regulation and is compliant with all state and Federal regulations, including a full corporate compliance program.

2.15 The Contractor shall be required to expend best efforts to pursue bad and unpaid debt owed to the Nursing Home by residents. The Contractor shall provide quarterly reports detailing the efforts to acquire and secure the Nursing Home's bad debt.

ARTICLE 3. COMPENSATION

In consideration of the terms and obligations of this Agreement outlined in Article 2, sections 2.1—2.14, the County agrees to pay, and the Contractor agrees to accept, an amount not to exceed an annual amount of ONE HUNDRED NINETY EIGHT THOUSAND, AND 00/100 (\$198,000.00) DOLLARS (US CURRENCY), a total of FIVE HUNDRED NINETY FOUR THOUSAND (\$594,000.00) DOLLARS as compensation for all goods and services rendered under this Agreement over the three year term of this Agreement.

For the services provided by the Contractor under Article 2, Section 2.15, the Contractor shall be entitled to a portion of the portion of the amount recovered on behalf of the County. The Contractor shall be entitled to fifteen percent (15%) of any bad debt recovered, with the remaining eighty-five percent (85%) being returned to the County. The 15% of the recovered bad debt shall be the entirety of the compensation due the Contractor under Article 2, Section 15 of this Agreement.

ARTICLE 4. PAYMENT

Payment shall be made to the Contractor by the County upon the Contractor's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the Albany County Sheriff's Office, and acceptance by the County of the claim form.

ARTICLE 5. TERM OF THE AGREEMENT

The term of the Agreement shall commence upon execution and continue in effect for three (3) years.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County or the Contractor as follows:

6.1.1 The County may terminate this Agreement if the Contractor refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Contractor fails to make payment to County-approved subcontractors for materials or labor, or disregards laws, ordinances or rules and regulations or orders of a public entity having jurisdiction over the work, or if the Contractor is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Contractor in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine.

6.1.2 The Contractor may terminate this Agreement if the County is substantially in breach of it.

6.2 In the event of a breach by the Contractor, the Contractor shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute Contractor to satisfactorily complete the work, together with the County's own costs incurred in procuring a substitute Contractor.

ARTICLE 7. PROHIBITION OF CONTRACT ASSIGNMENT

7.1 Pursuant to §109 of the General Municipal Law, the Contractor is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of its right, title or interest therein, to any other person or entity without the prior written consent of the County.

- 7.2 The Contractor shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 8. AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of the County or in the possession of the Contractor shall be made available to the other party to this Agreement without expense.

ARTICLE 9. COOPERATION

Contractor shall cooperate with the agents, representatives, and employees of the County and the County shall cooperate with the agents, representatives, and employees of the Contractor to ensure that the work delineated herein proceeds and concludes as expeditiously as possible.

ARTICLE 10. PREVAILING WAGE

The Contractor shall at all times remain in compliance with Sections 220.3 and 220-d of the N.Y. Labor Law, which concern the payment of not less than the prevailing hourly wage rate for a legal day's work to each laborer, workman or mechanic employed by the Contractor in the provision of the services required under this Agreement. The Contractor shall submit payroll records to the County every thirty (30) days after issuance of its first payroll in accord with N.Y. Labor Law Section 220 [3-a]a.

ARTICLE 11. NON-DISCRIMINATION

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law), and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that neither it nor its County-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, or marital status refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

ARTICLE 12. COMPLIANCE WITH MACBRIDE PRINCIPLES

Contractor hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993, in that Contractor either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of its compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under § 4 of the said Local Law No. 3 for 1993 including, but not limited to, imposing sanctions, enforcing compliance, recovering damages, declaring the Contractor in default, and/or seeking debarment or suspension of the Contractor.

ARTICLE 13. IRANIAN ENERGY SECTOR DIVESTMENT

Contractor hereby represents that Contractor is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment," in that Contractor has not:

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE 14. RELATIONSHIP OF THE PARTIES

Contractor is, and will function as, an independent Contractor under the terms of this Agreement, and shall not be considered an agent or employee of the County for any purpose. The agents, representatives, and employees of the Contractor shall not in any manner be, or be held out to be, the agents, representatives, or employees of the County.

ARTICLE 15. INDEMNIFICATION

The Parties shall defend, indemnify and save harmless each other, their agents representatives and employees, from and against any and all claims, damages, losses and expenses (including, but not limited to, reasonable attorney's fees) arising out of or in consequence of any negligent or intentional act or omission of the their agents or employees, to the extent of its or their responsibility for such claims, damages, losses or expenses.

ARTICLE 16. INSURANCE COVERAGE

- 16.1 Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule "A" attached hereto and made a part hereof. The insurance policies shall name the County as an additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the County.
- 16.2 Contractor shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Contractor shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued Contractor. No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the County. Upon failure of the Contractor to furnish, deliver and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued or terminated.
- 16.3 As required by Section 108 of the N.Y. General Municipal Law, this Agreement shall be of no force and effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. Workers' Compensation Law. The Contractor shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. Workers' Compensation Law and of Schedule "A" of this Agreement.

ARTICLE 17. NON-COLLUSIVE BIDDING

By execution of this Agreement, Contractor warrants, under penalty of perjury, that to the best of knowledge and belief, the prices communicated to the County in establishing the costs of goods and services covered in this Agreement have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition. Contractor warrants that it is in compliance with NYS General Municipal Law Sec. 103-d with regard to the prices of goods and services covered in this Agreement.

ARTICLE 18. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the County's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Contractor.

ARTICLE 19. ACCOUNTING RECORDS

- 19.1 Contractor shall maintain complete and proper accounting records that shall clearly identify all costs associated with and revenue derived from the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.
- 19.2 Contractor shall provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, immediately upon request.
- 19.3 Contractor shall retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County and authorized State and/or Federal personnel during such period.

ARTICLE 20. NON-APPROPRIATIONS

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment under this Agreement. The County will immediately notify the Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

ARTICLE 21. NON-INTERRUPTION OF WORK

The Contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the Contractor or by any of the trades working in or about the public works and/or premises where the work is being performed.

ARTICLE 22. EXTRA WORK

If the Contractor is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the Contractor shall promptly notify the County of that opinion. The County shall be the sole judge as to whether or not such work is in fact beyond the scope of this Agreement and whether or not it constitutes extra work. In the event the County determines such work does constitute extra work, it shall provide extra compensation to the Contractor on a negotiated basis.

ARTICLE 23. CHANGE IN LEGAL STATUS OR DISSOLUTION

During the term of this Agreement, the Contractor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Contractor shall give the County thirty (30) days written notice in advance of such event.

ARTICLE 24. LICENSES

The Contractor shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.

ARTICLE 25. PARTIAL INVALIDITY

If any term, part, provision, section, subdivision, or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.

ARTICLE 26. HEADINGS – CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of the Agreement or in any way to modify, amend or affect the provisions hereof.

ARTICLE 27. NOTICES

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the receiving party, dispatched via facsimile transmission.

ARTICLE 28. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

ARTICLE 29. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and no representations or promises have been made except as expressly set forth herein. **This Agreement explicitly supersedes the Agreement between the Parties executed on February 7, 2018, identified as Contract No. 3947 of 2018.**

ARTICLE 30. MODIFICATION

This Agreement may only be modified by a formal written amendment executed by the parties.

ARTICLE 31. EXECUTION OF DOCUMENTS

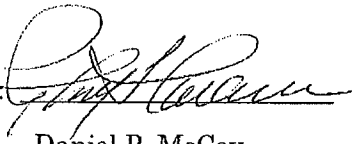
This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

(The Rest of This Page Left Intentionally Blank)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) hereunder set forth.

COUNTY OF ALBANY

DATED: 4/26/18

BY: 
Daniel P. McCoy

Albany County Executive

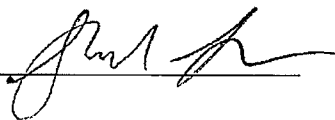
or

Philip F. Calderone, Esq.

Deputy County Executive

COMPREHENSIVE
HEALTHCARE SOLUTIONS

DATED: 4/9/18

BY: 

STATE OF NEW YORK)

COUNTY OF ALBANY) SS.:

On the 26 day of April, 2018, before me, the undersigned, personally appeared DANIEL P. MCCOY or PHILLIP CALDERONE, ESQ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Michael A. Lalli

NOTARY PUBLIC

MICHAEL A. LALLI
NOTARY PUBLIC - STATE OF NEW YORK
No. 01LA6322012
Qualified in Albany County
My Commission Expires March 30, 2019

New Jersey
STATE OF NEW YORK)

COUNTY OF Ocean) SS.:

On the 9th day of April, 2018, before me, the undersigned, personally appeared Stanisl Shur personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Bella Rosenblum

NOTARY PUBLIC

BELLA ROSENBLUM
NOTARY PUBLIC
STATE OF NEW JERSEY
ID NUMBER 50008594
MY COMMISSION EXPIRES JAN. 15, 2020

SCHEDULE "A"

INSURANCE COVERAGE

Workers' Compensation and Employers' Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.

Automobile Liability Insurance: A policy or policies with the limits of not less than \$500,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobile.

General Liability Insurance: A policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, with limits of not less than:

Liability For:	Combined Single Limit
Property Damage	\$1,000,000
Bodily Injury	\$1,000,000
Personal Injury	\$1,000,000

Professional Liability Insurance: A policy or policies of professional liability insurance with limits not less than \$1,000,000 per occurrence.