

LEA Medi-Cal Program OptiService Contract

This Agreement is made this ninth day of October, 2013, between MEDICAL BILLING TECHNOLOGIES, INC, hereinafter called "MBT" and MOUNT DIABLO UNIFIED SCHOOL DISTRICT, hereinafter called "CLIENT".

1. This Agreement states the terms and conditions under which MBT will provide services on behalf of CLIENT under the Local Education Agencies (LEA) Medi-Cal Billing Option.
2. MBT shall provide the following services to CLIENT:
 - a. If not already completed, MBT will assist CLIENT in completing its application with the Department of Health Care Services to become a Medi-Cal provider, submit and track progress of enrollment to activation.
 - b. Work with an appointed LEA Coordinator, as designated by CLIENT.
 - c. Complete analysis of CLIENT'S LEA Medi-Cal Program and conduct annual strategic planning, incorporating best practices to optimize reimbursement opportunities.
 - d. Provide recommended billing forms, logs and worksheets and access to online claims entry application for submission of LEA Medi-Cal claims.
 - e. Determine Medi-Cal eligibility using CLIENT enrollment data upon commencement of services and monthly thereafter.
 - f. Present quarterly reports to inform CLIENT of status of achievement of strategic plan.
 - g. Assist in development and implementation of prescription, protocol, and referral system.
 - h. Provide practitioner LEA billing training and training materials to enable CLIENT personnel and contractors to successfully complete forms necessary for submission of LEA Medi-Cal claims, including Targeted Case Management.
 - i. Provide CLIENT with practitioner training necessary to meet the rules and regulations of the Department of Health Care Services for LEA Medi-Cal billing, including Targeted Case Management.
 - j. Submit CLIENT'S LEA and TCM Medi-Cal billing via electronic transmission within forty-five (45) business days of receipt of all necessary data from CLIENT, properly completed and certified by CLIENT.
 - k. Submit CLIENT'S LEA and TCM Other Health Coverage billing, when provided by CLIENT, in accordance with state and federal requirements.
 - l. Track and follow up with practitioners to assure that service logs are completed accurately and to optimize reimbursements.
 - m. Advise and assist with the LEA audit file.
 - n. Meet annually with CLIENT administration to present summary information regarding district LEA program and results.
 - o. Comply with federal HIPAA regulations. Standards for electronic submissions and firewalls have been instituted to block entry into the MBT server and protect against internet attacks. The MBT network server is contained in a lock box; all unused confidential information is shredded. All MBT staff is trained in HIPAA regulations and is required to sign a statement of confidentiality. Student information sent through the internet must be encrypted.
3. CLIENT shall do and perform each of the following:
 - a. Register with, and become, an authorized LEA Medi-Cal provider under the rules of the Department of Health Care Services.
 - b. Designate an LEA Program Coordinator.
 - c. Submit to MBT upon commencement of contract and on a quarterly basis thereafter, in electronic format compatible with the MBT systems, district enrollment data. Data to include the students' names, birth dates, gender, Social Security number (if available) in order to determine Medi-Cal eligibility.
 - d. Provide on a timely basis any other information required to bill for services provided by CLIENT, to LEA Medi-Cal or other health covered students.
 - e. Fully and accurately complete all billing forms, either electronically or hard copy format, certify them to be true and correct, and deliver them to MBT. Billing forms must include student name, date of birth, date of service, service provided, length of service (when applicable) location of the service, and the practitioner name.

- f. Submit to MBT upon commencement of services and on a quarterly basis thereafter, in electronic form compatible with the MBT systems, complete and current specialized transportation lists, including mileage, and IEP student list.
 - g. Maintain the LEA audit file.
 - h. Assure access by MBT staff to CLIENT'S practitioners and that they will be reasonably available for follow up activities.
 - i. Assure support of the district administration of practitioner participation in the LEA Medi-Cal program and participation in activities to encourage and emphasize the importance of practitioner involvement in the program.
 - j. Comply with all rules and regulations of the Department of Health Care Services and other applicable government agencies pertaining to providing services and record keeping for the LEA and TCM Medi-Cal reimbursement program.
 - k. Execute such other and further documents, including the annual report, as may be required by the Department of Health Care Services in order to carry out the purpose of this agreement.
4. MBT shall retain in electronic form copies of all LEA Medi-Cal bills submitted for CLIENT for a period of five (5) years after the date of submission, and will, upon request, provide to CLIENT printed copies of such bills. No obligation or liability of any type is assumed by MBT with regard to these materials. MBT shall return to CLIENT all billing forms and other documents provided to MBT for billing purposes. CLIENT shall reimburse MBT for the cost of all containers and for the cost of packing and shipping such documents and records. CLIENT shall retain all such documents and records for at least three (3) years from date of service or such other duration as may be required or directed by the Department of Health Care Services, for audit or other review purposes.
 5. All statistical, financial, and other data relating to the LEA and TCM Medi-Cal billing and the identity of Medi-Cal eligible students shall be held in strict confidence by the parties hereto. The foregoing obligation does not apply to any data that has become publicly available or that is not required to be kept confidential.
 6. MBT will use due care in processing the work of the CLIENT. MBT will be responsible only to the extent of correcting any errors, which are due to the machines, operators, or programmers of MBT; any such errors shall be corrected at no additional charge to CLIENT. The liability of MBT with respect to this Agreement shall in any event be limited to the compensation for services provided under this Agreement and shall not include any other damage, including, but not limited to, consequential damages or liability.


MBT agrees to indemnify and hold harmless the CLIENT, its Governing Board of Trustees, officers, employees, agents and representatives from and against any claim whatsoever arising out of or related to MBT's performance of the Agreement.
 7. CLIENT shall pay to MBT as compensation for the services rendered as itemized above, a flat rate per CPT code billed and submitted for payment, as set forth in the accompanying "Addendum - Fee Schedule." Fee Schedule may be updated to reflect adjustments to DHCS LEA Program rates without affecting the terms of this contract. CLIENT will be billed on a submission basis.
 8. MBT will provide CRCS completion services to CLIENT beginning with the 2013-2014 CRCS in compliance with current program regulations. Client shall be responsible for providing necessary fiscal reports to MBT upon request and on a timely basis according to instructions developed by MBT.
 9. In the event a CRCS report must be completed for years prior to fiscal year 2013-2014, CLIENT shall pay to MBT as compensation for CRCS completion a fee consisting of fifty dollars (\$50) per qualified practitioner included, with a minimum charge of two hundred fifty dollars (\$250) per annual CRCS and a maximum charge of five thousand dollars (\$5,000) per annual CRCS.

10. CLIENT agrees to issue a warrant for monies due to MBT under this contract within 30 calendar days of receipt of an invoice for services from MBT.

CLIENT will incur a late fee of one and one-half percent (1.5%) per month on amounts unpaid for more than sixty (60) days past date of invoice.

11. CLIENT shall, upon request, provide to MBT a copy of all documents and checks received evidencing all sums received as a result of the services of MBT. CLIENT shall make all such records available to MBT at reasonable times. MBT shall have the right to audit the records of CLIENT pertaining to LEA and TCM Medi-Cal billing.
12. The term of this Agreement shall commence upon execution of this contract and continue through June 30, 2016. At that time the Agreement shall automatically renew for additional periods of 12 months each unless one party has provided written notice of cancellation of change in contract terms to the other party not less than 90 working days prior to the renewal date. This contract may be terminated at any time upon mutual agreement of the parties.
13. Notices or other communication between the parties shall be in writing and shall be deemed given when (i) personally delivered to the party to whom it is directed; or (ii) three days after its deposit in the United States mail, postage prepaid, return receipt requested, addressed to:
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| <p><u>MBT</u>
Medical Billing Technologies, Inc.
Attn: Roberta Stephens, CEO
3828 W. Caldwell Avenue
Visalia, CA 93277</p> | <p><u>CLIENT</u>
MOUNT DIABLO UNIFIED SCHOOL DISTRICT
1936 Carlotta Drive
Concord, CA 94519</p> |
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14. CLIENT acknowledges and agrees that all manuals and forms provided to CLIENT by MBT shall remain the property of MBT and shall not be used or copied in any manner, or given to any person or entity other than employees of CLIENT, without the prior written consent of MBT. All computer programs, tapes, discs, and other programs and materials, including, but not limited to, electronic devices, and the information contained therein are, and shall remain, the property of MBT.
15. The parties hereto agree to execute such other and further documents as may be necessary or required by the Department of Health Care Services to authorize MBT to perform billing services on behalf of CLIENT.
16. If any action is initiated to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees in addition to any other relief to which that party may be entitled.

MOUNT DIABLO UNIFIED SCHOOL DISTRICT

By 
Authorized Signature
Felicia Stuckey-Smith, J.D.
(Printed name)

Dated: October 2, 2013

MEDICAL BILLING TECHNOLOGIES, INC.

By _____
Roberta Stephens, CEO

Dated: _____