

LEA Medi-Cal Direct Billing Program OptiServices Contract

This Agreement is made this 2nd day of June, 2016, between MEDICAL BILLING TECHNOLOGIES, INC, hereinafter called "MBT" and MOUNT DIABLO UNIFIED SCHOOL DISTRICT, hereinafter called "CLIENT". 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.

1. MBT Responsibilities: 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 (DHCS) to become a Medi-Cal provider, - and track progress of enrollment to activation.
- b. Work with CLIENT's designated LEA Coordinator.
- c. Complete analysis of CLIENT'S LEA Medi-Cal Program and conduct annual strategic planning, assisting CLIENT to incorporate best practices to optimize reimbursement opportunities.
- d. Provide recommended billing tools 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. Provide access to quarterly reports to inform CLIENT of status of achievement of strategic plan.
- g. Assist in development and implementation of prescriptions, protocols, and referral procedures.
- h. Provide practitioner LEA billing training and training materials to enable CLIENT personnel and contractors to successfully complete documentation necessary for submission of LEA Medi-Cal claims.
- i. As directed by CLIENT, MBT will submit CLIENT'S LEA 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.
- j. Track and follow up with practitioners to assure claims are submitted in a timely manner in order to optimize reimbursements.
- k. Complete the Cost Reimbursement Comparison Schedule (CRCS) report on behalf of the CLIENT based on CLIENT's data and subject to final approval by CLIENT.
- l. Assist CLIENT in responding to any DHCS audit.
- m. Comply with federal Family Educational Rights and Privacy Act (FERPA) 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 secure data center; all unused confidential information is shredded. All MBT staff is trained in HIPAA/FERPA regulations and is required to sign a statement of confidentiality. Student information sent from MBT to CLIENT will be encrypted and password protected.

2. Client Responsibilities: CLIENT shall do and perform each of the following:

- a. Register and become an authorized LEA Medi-Cal provider under the rules of the Department of Health Care Services (DHCS).
- b. Designate an LEA Program Coordinator.
- c. Submit district enrollment data to MBT upon commencement of contract and on a quarterly basis thereafter, in electronic format compatible with the MBT systems. Data to include the students' names, birth dates and gender, 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 and submit billing using MBT's OptiClaim software or electronic upload. 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. Maintain copies of all LEA Medi-Cal billing documentation for audit purposes for such period of time as required by DHCS.
 - g. Provide access by MBT staff to CLIENT'S practitioners and ensure reasonable availability of practitioners for follow up activities.
 - h. Assure District administration support of practitioner participation in the LEA Medi-Cal program and encourage and emphasize the importance of practitioner involvement in the program.
 - i. Comply with all rules and regulations of DHCS and other applicable government agencies pertaining to providing services and recordkeeping for the LEA Medi-Cal reimbursement program.
 - j. Provide all necessary documents and records to MBT necessary to complete the Cost Reimbursement Comparison Schedule (CRCS) within 30 days of MBT request each year.
 - k. Execute such other and further documents, including the annual report, as may be required by DHCS in order to carry out the purpose of this agreement.
3. **Document Management:** 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 or such other period as required by law. MBT, upon request, will provide to CLIENT printed copies of such bills. MBT, upon request, 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 five (5) 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.
4. **Confidentiality Agreement:** All statistical, financial, student and other data relating to the LEA 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.

The data provided to MBT by the CLIENT will be used for the sole purpose of performing billing for the LEA Medi-Cal billing program. MBT is responsible to abide by The Health Insurance Portability and Accountability Act (HIPAA) and The Family Educational Rights and Privacy Act (FERPA) and will not share the CLIENT's data with third-party entities.

5. **Limitation of Liability:** MBT will use due care in processing the work of the CLIENT. MBT will be responsible for 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. MBT shall not be liable or responsible to CLIENT for claims that are questioned or denied by DHCS. Any damage claims of CLIENT arising out of this agreement, including claims based on negligence or breach of the terms and conditions of this agreement, shall be limited to the amount of compensation paid by CLIENT for services provided under this Agreement and shall not include any other damage, including, but not limited to, consequential damages or liability.

6. **Payment:** CLIENT shall pay to MBT as compensation 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 by MBT to reflect adjustments to DHCS LEA Program rates without affecting the other terms of this contract. CLIENT will be billed on a submission basis.

At CLIENT's request, MBT will process any necessary physician signed prescriptions for any Occupational Therapy services and Physical Therapy services that the CLIENT provides to students. CLIENT will pay MBT \$75.00 for each prescription processed by MBT. Rate schedule may be updated to reflect adjustments to physician rates without affecting the other terms of this contract.

At CLIENT's request, MBT will process a physician signed speech protocol in compliance with current program regulations, if necessary. CLIENT will pay MBT \$400.00 for each speech protocol processed by MBT. Rate schedule may be updated to reflect adjustments to physician rates without affecting the other terms of this contract.

MBT will provide Cost Reimbursement Comparison Schedule (CRCS) completion services to CLIENT in compliance with current program regulations. Client shall be responsible for providing necessary fiscal reports to MBT upon request and in a timely manner, according to instructions developed by MBT. CLIENT agrees to pay all sums due MBT under this contract within 30 calendar days of receipt of an invoice for services from MBT.

CLIENT shall, upon request, provide to MBT a copy of all documents and checks received from DHCS 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.

7. **Contract Duration and Termination:** The term of this Agreement shall commence upon July 1, 2016 and continue through June 30, 2019. Notice of cancellation or change in contract terms shall be provided no later than 90 working days prior to the end of contract term. This contract may be terminated at any time upon mutual agreement of the parties. CLIENT's access to MBT's OptiClaim software shall cease upon termination or nonrenewal of this Agreement.
8. **Notices:** Notices affecting contract terms 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) five (5) days after deposit in the United States mail, postage prepaid, return receipt requested, addressed to:

MBT
Medical Billing Technologies, Inc.
Attn: Roberta Stephens, CEO
525 W. Main Street, Suite C-7
Visalia, CA 93291

CLIENT
Mount Diablo Unified School District
1936 Carlotta Drive
Concord, CA 94519

9. **Indemnification:** To the fullest extent permitted by law, Contractor shall, at its own expense, hold harmless, defend and indemnify District and its officers, elected and appointed officials, employees and volunteers from and against any and all claims, demands, liability, loss, damage, expense, costs (including without limitation reasonable attorneys' fees and costs of litigation) of every nature arising out of or in connection with all acts or omissions to act of Contractor or its officers, agents, or employees related to the performance of work under this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.
10. **Insurance:** Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless separately disclosed by Contractor in writing to the General Counsel of the District, and approved and confirmed in separate writing as acceptable by the District.

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the contractor.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The District, its officers, officials, employees, and volunteers are to be named as additional insured by endorsement to the Commercial General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85.

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each Insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the District.

11. **Copyrights:** CLIENT acknowledges and agrees that all manuals and forms ("MBT Documents") provided to CLIENT by MBT shall remain the property of MBT and shall not be duplicated, copied in any manner and access to MBT Documents shall be restricted to employees of CLIENT who need to use MBT Documents in order to satisfy CLIENT'S obligations under this agreement, without the prior written consent of MBT. All computer programs and materials, including, but not limited to, electronic devices, and the information contained therein are, and shall remain, the property of MBT.
12. **Software as a Service Agreement:** CLIENT represents and agrees it has carefully examined and understands the Master Subscription Agreement for OptiClaim Software as a Service attached hereto and incorporated herein. MBT and CLIENT agree to be bound by each and all of the terms and provisions of the Master Subscription Agreement for OptiClaim Software.
13. **Other Documents:** 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.
14. **Attorneys Fees:** If any action is initiated to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs in addition to any other relief to which that party may be entitled.

MOUNT DIABLO UNIFIED SCHOOL DISTRICT


By 
Authorized Signature

Dated: 6/8/2016

Felicia Stuckey-Smith
(Printed name)

Director, Student Services
(Printed Title)

MEDICAL BILLING TECHNOLOGIES, INC.

By 
Reid M. Stephens, Director/
Vice President of Technology

Dated: June 8, 2016