

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:

MBT
Medical Billing Technologies, Inc.
Attn: Roberta Stephens, CEO
3828 W. Caldwell Avenue
Visalia, CA 93277

CLIENT
MOUNT DIABLO UNIFIED SCHOOL DISTRICT
1936 Carlotta Drive
Concord, CA 94519


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: 10/28/13

Procedure Code	Mount Diablo Unified School District LEA Flat Fee Invoicing for Claims Submitted Week Ending	50.00%			
		50% FMAP RATE	MBT Fee Per CPT Code Billed	# of Services Billed	Invoice Amount
Physical Therapy & Physical Therapy Assessments					
97001	Initial or Triennial IEP / IFSP Physical Therapy Assmt.	\$126.68	\$10.15	0	\$0.00
97002	Amended IEP / IFSP Physical Therapy Assessment	\$87.97	\$7.05	0	\$0.00
97001-52	Annual IEP / IFSP Physical Therapy Assess.	\$87.97	\$7.04	0	\$0.00
96110-GP	Developmental Assessment (Non-IEP / IFSP) for PT	\$11.00	\$0.90	0	\$0.00
97110-GP	Initial Physical Therapy Treatment	\$35.19	\$2.85	0	\$0.00
97110-22-GP	Extra Physical Therapy Minutes	\$11.00	\$0.90	0	\$0.00
Physical Therapy & Physical Therapy Assessments Subtotal					\$0.00
Occupational Therapy & Occupational Therapy Assmts.					
97003	Initial or Triennial IEP / IFSP Occupational Therapy Assmt	\$117.51	\$9.45	0	\$0.00
97004	Amended IEP / IFSP Occupational Therapy Assessment	\$81.60	\$6.55	0	\$0.00
97003-52	Annual IEP / IFSP Occupational Therapy Assessment	\$81.60	\$6.55	0	\$0.00
96110-GO	Developmental Assessment (Non-IEP / IFSP) for OT	\$10.20	\$0.82	0	\$0.00
97110-GO	Initial Occupational Therapy Treatment	\$38.76	\$3.15	0	\$0.00
97110-22-GO	Extra Occupational Therapy Minutes	\$10.20	\$0.82	0	\$0.00
Occupational Therapy & Occupational Therapy Assessments Subtotal					\$0.00
Speech - Language Services & Assessments					
92506-GN	Initial or Triennial IEP / IFSP Speech - Lang. Assessment	\$110.00	\$8.80	0	\$0.00
92506-TS-GN	Amended IEP / IFSP Speech - Lang. Assessment	\$60.00	\$4.80	0	\$0.00
92506-52-GN	Annual IEP / IFSP Speech - Lang. Assessment	\$60.00	\$4.80	0	\$0.00
96110-GN	Developmental Assessment (Non-IEP / IFSP) Speech - Lang.	\$10.00	\$0.80	0	\$0.00
92551-GN	Hearing Assmt (Non-IEP under 18 yrs old) Screening	\$7.52	\$0.65		\$0.00
92551-GN	Hearing Assmt (Non-IEP 18 yrs old and older) Screening	\$7.52	\$0.65	0	\$0.00
92552-GN	Hearing Assmt (Non-IEP under 18 yrs old) Threshold	\$11.27	\$0.95		\$0.00
92552-GN	Hearing Assmt (Non-IEP 18 yrs old and older) Threshold	\$11.27	\$0.95	0	\$0.00
92507-GN	Initial Speech Therapy Treatment - Individual	\$33.33	\$2.70	0	\$0.00
92507-22-GN	Extra Minutes - Speech Therapy - Individual	\$10.00	\$0.80	0	\$0.00
92508	Initial Speech Therapy Treatment - Group	\$12.22	\$1.00	0	\$0.00
92508-22	Extra Minutes - Speech Therapy - Group	\$3.33	\$0.30	0	\$0.00
Speech - Language Services & Assessments Subtotal					\$0.00
Audiological Services & Assessments					
92506	Initial or Triennial IEP / IFSP Audiological Assessment	\$88.99	\$7.15	0	\$0.00
92506-TS	Amended IEP / IFSP Audiological Assessment	\$66.75	\$5.35	0	\$0.00
92506-52	Annual IEP / IFSP Audiological Assessment	\$66.75	\$5.35	0	\$0.00
92551	Hearing Assmt (Non-IEP under 18 yrs old) Screening	\$7.52	\$0.65		\$0.00
92551	Hearing Assmt (Non-IEP 18 yrs old and older) Screening	\$7.52	\$0.65	0	\$0.00
92552	Hearing Assmt (Non-IEP under 18 yrs old) Threshold	\$11.27	\$0.95		\$0.00
92552	Hearing Assmt (Non-IEP 18 yrs old and older) Threshold	\$11.27	\$0.95	0	\$0.00
92507	Initial Audiology Treatment Service	\$40.79	\$3.30	0	\$0.00
92507-22	Extra Minutes - Audiology Treatment Service	\$11.12	\$0.90	0	\$0.00
V5011	Hearing Check - Fitting/orientation/checking of hearing aid	\$25.96	\$2.10	0	\$0.00
Audiological Services & Assessments Subtotal					\$0.00

Procedure Code	Mount Diablo Unified School District LEA Flat Fee Invoicing for Claims Submitted Week Ending	50.00%			
		50% FMAP RATE	MBT Fee Per CPT Code Billed	# of Services Billed	Invoice Amount
	Psychological / PsychoSocial Treatments & Assmts.				
96101	Initial or Triennial IEP / IFSP Psychological Assessment	\$240.22	\$19.25	0	\$0.00
96101-TS	Amended IEP / IFSP Psychological Assessment	\$80.07	\$6.45	0	\$0.00
96101-52	Annual IEP / IFSP Psychological Assessment	\$80.07	\$6.45	0	\$0.00
96150-TM	Initial or Triennial IEP / IFSP PsychoSocial Status Assmt	\$8.78	\$0.75	0	\$0.00
96151-TM	Amended IEP / IFSP PsychoSocial Status Assessment	\$8.78	\$0.75	0	\$0.00
96150-52	Annual IEP / IFSP PsychoSocial Status Assessment	\$8.78	\$0.75	0	\$0.00
96150	PsychoSocial Status Assessment (Non IEP / IFSP)	\$10.01	\$0.85	0	\$0.00
96151	PsychoSocial Status Re - Assessment (Non IEP / IFSP)	\$10.01	\$0.85	0	\$0.00
99401	Health Educ / Anticipatory Guidance Assmt (Non IEP / IFSP)	\$10.01	\$0.85	0	\$0.00
96152	Initial Psychology / Counseling Treatment Service - Individual	\$36.86	\$2.95	0	\$0.00
96152-22	Extra Minutes - Psych / Counseling Treatment Service - Individ.	\$10.01	\$0.85	0	\$0.00
96153	Initial Psychology / Counseling Treatment Service - Group	\$8.12	\$0.65	0	\$0.00
96153-22	Extra Minutes - Psych / Counseling Treatment Service - Group	\$1.67	\$0.14	0	\$0.00
	Psychological / PsychoSocial Treatments & Assessments Subtotal				\$0.00
	Nursing Treatments & Assessments				
T1001	Initial or Triennial IEP / IFSP Health Assessment	\$67.43	\$5.40	0	\$0.00
T1001-TS	Amended IEP / IFSP Health Assessment	\$38.53	\$3.10	0	\$0.00
T1001-52	Annual IEP / IFSP Health Assessment	\$38.53	\$3.10	0	\$0.00
99401-TD	Health Educ / Anticipatory Guidance Assmt (Non IEP / IFSP)	\$9.63	\$0.80	0	\$0.00
96150-TD	Health / Nutrition Assessment (Non IEP / IFSP)	\$9.63	\$0.80	0	\$0.00
96151-TD	Health / Nutrition Re - Assessment (Non IEP / IFSP)	\$9.63	\$0.80	0	\$0.00
99173	Vision Assessment (Non - IEP / IFSP)	\$3.21	\$0.26	0	\$0.00
92551-TD	Hearing Assmt (Non-IEP / IFSP under 18 yrs old) Screening	\$7.52	\$0.65		\$0.00
92551-TD	Hearing Assmt (Non-IEP / IFSP 18 yrs old and older) Screening	\$7.52	\$0.65	0	\$0.00
92552-TD	Hearing Assmt (Non-IEP / IFSP under 18 yrs old) Threshold	\$11.27	\$0.95		\$0.00
92552-TD	Hearing Assmt (Non-IEP / IFSP 18 yrs old and older) Threshold	\$11.27	\$0.95	0	\$0.00
T1002	RN - Nursing Services - 15 Minute Increments	\$9.63	\$0.80	0	\$0.00
T1003	LVN - Nursing Services - 15 Minute Increments	\$4.86	\$0.40	0	\$0.00
	Nursing Treatments & Assessments Subtotal				\$0.00
	Health Aide Services				
T1004	School Health Aide Services - 15 Minute Increments	\$4.10	\$0.33	0	\$0.00
	Health Aide Services Subtotal				\$0.00
	Targeted Case Management				
T1017	Targeted Case Management - Low - Per 15 Minute Increment	\$6.19	\$0.50	0	\$0.00
T1017	Targeted Case Management - Medium - Per 15 Min. Increment	\$7.20	\$0.60	0	\$0.00
T1017	Targeted Case Management - High - Per 15 Minute Increment	\$8.21	\$0.67	0	\$0.00
	Targeted Case Management Subtotal				\$0.00
	Transportation & Mileage				
T2003	Medical Transportation in WC Van - Per each 1 - Way Trip	\$9.27	\$0.75	0	\$0.00
A0425	Ground Mileage - Per Mile	\$0.65	\$0.05	0	\$0.00
	Transportation & Mileage Subtotal				\$0.00
	# of Services			0	
	Subtotals				Subtotal \$0.00

**Request for Taxpayer
 Identification Number and Certification**

Give Form to the
 requester. Do not
 send to the IRS.

Name (as shown on your income tax return)
Medical Billing Technologies, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Other (see instructions) ▶ _____

Exemptions (see instructions):
 Exempt payee code (if any) 5
 Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
525 W. Main Street, Suite F
 City, state, and ZIP code
Visalia, CA 93291

Requester's name and address (optional)
Mount Diablo Unified School District
1938 Carlotta Drive
Concord, CA 94519

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-					

Employer identification number									
7	5	-	2	9	7	1	8	6	5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 8.

Sign Here Signature of U.S. person ▶ *Melanie Casares* Date ▶ *4/2/14*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Commercial Certificate of Liability Insurance



FARMERS

Agency Gary Campbell Insurance

Issue Date (MM/DD/YY) 09/19/13

Name 130 N. Akers St., Ste B
& Visalia, Ca 93291
Address

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies shown below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

St. 95 Dist. 18 Agent 391

Insured Medical Billing Technologies

Companies Providing Coverage (NAIC #):

Name 525 W. Main St., Ste F
& Visalia, Ca 93291
Address

Company Letter A Truck Insurance Exchange 21709
Company Letter B Farmers Insurance Exchange 21652
Company Letter C Mid-Century Insurance Company 21687
Company Letter D _____

Coverages

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

Co. Ltr.	Add'l. Insr'd.	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Policy Limits	
A	X	General Liability <input type="checkbox"/> Commercial General Liab. <input checked="" type="checkbox"/> Businessowners Liability <hr/> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence General Aggregate Limit Applies: <input type="checkbox"/> Per Location <input type="checkbox"/> Per Project Policy	60218 64 54	7/6/13	7/6/14	Each Occurrence \$ 2,000,000 Damage To Rented Premises (Ea. Occur.) \$ 100,000 Medical Expenses (Any one person) \$ 5,000 Personal & Adv. Injury \$ 2,000,000 General Aggregate \$ 4,000,000 Prod./Comp. Ops. Aggr. \$ 2,000,000	
A	X	Automobile Liability <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos	60218 64 54	7/6/13	7/6/14	Combined Single Limit (Each accident) \$ 2,000,000 Bodily Injury (Per person) \$ Bodily Injury (Per accident) \$ Property Damage (Per accident) \$	
		Garage Liability <input type="checkbox"/> Any Auto				Auto Only-Ea. Accident \$ Other Than Each Accident \$ Auto Only: Aggregate \$	
A	X	Umbrella Liability Retention \$	60261 68 98	7/6/13	7/6/14	Limit	\$ 8,000,000
A		Workers' Compensation and Employers' Liability	A1950 31 44	1/1/13	1/1/14	Statutory Each Accident \$ 1,000,000 Disease - Ea. Employee \$ 1,000,000 Disease - Policy Limit \$ 1,000,000	

Description of Operations/Vehicles/Restrictions/Special items:

Mount Diablo Unified School District, its officers, officials, agents, employees and volunteers listed as additional insured.

Certificate Holder

Name Mount Diablo Unified School District
& 1936 Carlotta Drive
Address Concord, Ca 94519

Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Gary Campbell
Authorized Representative



PROFESSIONAL LIABILITY POLICY DECLARATIONS
(Claims-Made Form)

Landmark American Insurance Company
(An Oklahoma Stock Co.)
(hereinafter called "the Company")

EXECUTIVE OFFICES: 945 East Paces Ferry Road, Suite 1800, Atlanta, GA 30326-1160

Policy Number: LCY821588

RENEWAL OF: LCY819072 00

Named Insured and Mailing Address:

Producer Name:

MEDICAL BILLING TECHNOLOGIES INC
3828 W CALDWELL
VISALIA, CA 93277

Policy Period: From: 8/6/2013 To: 8/6/2014 12:01 A.M. Standard Time at the Named Insured address as stated herein.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGES FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

1. PROFESSIONAL SERVICES:	MEDICAL BILLING	
TECHNOLOGY SERVICES:	NA	
SCHEDULED MEDIA CONTENT:	ALL CONTENT CREATED BY THE INSURED AND DISSEMINATED ON THE INSURED'S OWNED WEBSITE(S)	
2. COVERAGES		PREMIUM
A. Professional and Technology Services Errors and Omissions Liability		\$ 4,000.00
B. Media Activities Liability		\$ 2,000.00
C. Network Security and Privacy Liability		\$ 4,525.00
D. Privacy Breach		\$ 3,500.00
E. Data Assets Breach		\$ 1,000.00
F. Cyber Extortion Threat		\$ 750.00

Total Advance Policy Premium
Minimum Earned Premium
Not Subject to Audit

Forms and Endorsements made a part of this policy at time of issue: Please see SCHEDULE OF ATTACHMENTS.
(Omits applicable forms and endorsements if shown in specific Coverage Form Declarations.)

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY

08/28/2013
Date

By: *Nancy A. Davies*
Authorized Representative

SubID#: 115563 BinderID#
Created By:

DECLARATIONS

Policy Number: LCY821588

Effective Date: 8/6/2013
At 12:01 A.M. Standard Time

3. LIMITS OF INSURANCE:

Policy Aggregate Limit	\$ <u>2,000,000</u>
A. Professional and Technology Services Errors & Omissions Liability	
1. Each Claim Limit of Insurance	\$ <u>2,000,000</u>
2. Aggregate Limit of Insurance	\$ <u>2,000,000</u>
B. Media Activities Liability	
1. Each Claim Limit of Insurance	\$ <u>2,000,000</u>
2. Aggregate Limit of Insurance	\$ <u>2,000,000</u>
C. Network Security & Privacy Liability	
1. Each Claim Limit of Insurance	\$ <u>2,000,000</u>
2. Aggregate Limit of Insurance	\$ <u>2,000,000</u>
3. Each Regulatory Claim Sub-Limit of Insurance	\$ <u>250,000</u>
4. Aggregate Regulatory Claim Sub-Limit of Insurance	\$ <u>250,000</u>
D. Privacy Breach	
1. Each Event Limit of Insurance	\$ <u>2,000,000</u>
2. Aggregate Limit of Insurance	\$ <u>2,000,000</u>
E. Data Assets Breach	
1. Each Event Limit of Insurance	\$ <u>2,000,000</u>
2. Aggregate Limit of Insurance	\$ <u>2,000,000</u>
F. Cyber Extortion Threat	
1. Each Event Limit of Insurance	\$ <u>1,000,000</u>
2. Aggregate Limit of Insurance	\$ <u>1,000,000</u>

4. DEDUCTIBLE(S):

A. Professional and Technology Services Errors & Omissions Liability	\$ <u>10,000</u>
B. Media Activities Liability	\$ <u>10,000</u>
C. Network Security & Privacy Liability	
1. Each Claim	\$ <u>5,000</u>
2. Each Regulatory Claim	\$ <u>10,000</u>
D. Privacy Breach	\$ <u>10,000</u>
E. Data Assets Breach	\$ <u>10,000</u>
F. Cyber Extortion Threat	<u>Not Applicable</u>

5. RETROACTIVE DATE(S):

A. Professional and Technology Services Errors & Omissions Liability	<u>08/06/2002</u>
B. Media Activities Liability	<u>08/06/2002</u>
C. Network Security & Privacy Liability	<u>08/06/2002</u>
D. Regulatory	<u>08/06/2002</u>

THESE DECLARATIONS ARE PART OF THE COMMON POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

NOTICE:

Except to such extent as may otherwise be provided herein, the coverage of this policy is limited generally to liability for only those claims that are first made against the Insured while policy is in force. Please review the policy carefully and discuss this coverage thereunder with your insurance agency or broker.

Welcome to the Mount Diablo Unified School District

AGENDA ITEM review

CHECK LIST

< Previous < View Agenda 12.11 (Item #12) Award of RFP No. 1647: LEA Medi-Cal > Next Item >

Meeting Date: 10/9/2013 - 7:30 PM

Category: Consent Agenda

Type: Action

Subject: 12.11 (Item #12) Award of RFP No. 1647: LEA Medi-Cal Claims & MAA Reimbursement Services Including CRCS Services




Strategic Plan: Strategic Initiative 5.1 Optimal Operations and Infrastructure

Policy:

Lea Medi-Cal Program OptiServices Contract

Enclosure: Medi-Cal Administrative Activities (MAA) Program OptiServices Contract Insurance

File Attachment:

-  LEA Medi-Cal Program OptiService Contract.pdf
-  Medi-Cal Administrative Activities Program OptiServices Contract.pdf
-  Insurance.pdf

Summary: On May 30, 2013, Mt. Diablo Unified School District accepted proposals from five (5) vendors for Local Education Agency (LEA) Medi-Cal Claims and Medi-Cal Administrative Activities (MAA) reimbursement Services to file actual and estimated claims with the California Department of Health Care Services and/or Local Consortium (LEC). All proposals were evaluated and vendors were interviewed in accordance with the evaluation criteria specified in the RFP.

Staff has reviewed and is recommending award as follows:

LEA Medi-Cal Claims & MAA Reimbursement Services to Medical Billing Technologies Inc.

Funding: Medi-Cal Program Code 3091 and Medi-Cal Administrative Activities Program Code 5064

Fiscal Impact :

Recommendation: Approve contract with Medical Billing Technologies Inc. as presented.

Recommended By:

Signed By: *Signature*
Felicia Stuckey-Smith - Director Student Services

Signed By: *Signature*
Kerrl Mills - Assistant Superintendent

Approvals: **Signed By:** *Signature*
Bryan Richards - Chief Financial Officer

Signed By: *Signature*
Jayne Williams - Interim General Counsel

Signed By: *Signature*
Dr. Nellie Meyer - Superintendent

Original Motion

Vote Results: Member (**Lynne Dennler**) Moved, Member (**Linda Mayo**) seconded to approve the **Original** motion 'Approve attached recommendations.'. Upon a Roll-Call Vote being taken, the vote was: Aye: 5 Nay: 0.
The motion **CARRIED** 5 - 0