

Medi-Cal Administrative Activities (MAA) Program OptiServices 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 technical assistance and consultant services on behalf of CLIENT under the Medi-Cal Administrative Activities (MAA) Program.
2. MBT shall provide the following services to CLIENT:
 - a. Work with an appointed MAA Coordinator, as designated by CLIENT.
 - b. Complete an analysis of CLIENT'S MAA program and conduct annual strategic planning, incorporating best practices to optimize reimbursement opportunities.
 - c. Complete operational plans including duty statements and submit to the LEC/LGA.
 - d. Determine Medi-Cal eligibility percentage from CLIENT enrollment data.
 - e. Conduct MAA participant trainings as required by Program regulations.
 - f. Register CLIENT participants in MBT online time survey application.
 - g. Review and provide quality control services for all completed CLIENT time surveys.
 - h. Provide targeted follow-up as needed with CLIENT'S participating staff to assist in accurate and timely completion of time surveys.
 - i. Create and provide customized request for information to CLIENT'S business department to collect all necessary financial data.
 - j. Complete CLIENT'S quarterly MAA reimbursement invoices and submit to the LEC/LGA.
 - k. Advise and assist with the MAA audit file.
 - l. Meet annually with CLIENT administration to present summary and analysis of district MAA program.
3. CLIENT shall do and perform each of the following:
 - a. Designate a MAA coordinator.
 - b. Meet annually with MBT to participate in strategic planning to optimize reimbursements.
 - c. Promote and encourage effective participation in the MAA program.
 - d. Arrange for times and locations to hold required participant trainings, notify participants of these trainings and assure attendance.
 - e. Provide participant information necessary to complete MBT online time survey registration.
 - f. Submit in compliance with MBT established deadlines, all participants' quarterly time surveys.
 - g. Submit all necessary quarterly financial information and student enrollment data in format compliant with MBT systems requirements and according to deadlines.
 - h. Assure reasonable access to all MAA participants for time survey completion, correction and signature.
 - i. Maintain the MAA audit file.
 - j. Meet annually with MBT to review Program summary and status.
4. All parties shall perform their work in compliance with state and federal rules and regulations pertinent to notices of privacy practices for CLIENT'S students.
5. All statistical, financial and other data relating to the MAA program 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.

MBT is compliant with all HIPAA regulations and standards and all MBT staff is trained in HIPAA regulations and required to sign a statement of confidentiality concerning student information.

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.
7. MBT Compensation:

1-7 Employees Registered to Time Survey	Lump sum of \$750 per quarter, billed in quarterly installments, not to exceed \$3,000 per year.
8 and above Employees Registered to Time Survey	\$90 per participant claimed on the MAA Time Survey invoice per quarter. Fee shall not exceed eight percent (8%) of the MAA reimbursement invoice after California FMAP of fifty percent (50%) is applied.
Default	MBT will diligently provide all services due to CLIENT. If CLIENT does not follow through and complete the MAA process, CLIENT agrees to pay MBT a minimum fee per year of \$3,000.


- a. *Payment:* CLIENT agrees to issue a warrant for monies due to MBT within 30 calendar days of receipt of a quarterly invoice from MBT.
 - b. 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.
 - c. CLIENT may choose to delay payment of fees to MBT without penalty until a MAA invoice is submitted by MBT to the LEC/LGA. All subsequent payments will be due according to terms in item (a.) above.
8. CLIENT, upon request, will provide MBT a copy of all documents and checks received evidencing all sums received by CLIENT as a result of the services of MBT. CLIENT shall make all such records available to MBT at reasonable times during normal business hours. MBT shall have the right to audit the records of CLIENT pertaining to the MAA program.
 9. This Agreement shall be effective from date of execution, through June 30, 2016, and said Agreement shall automatically renew for additional periods of 12 months each unless one party has provided written notice of cancellation or change in contract terms to the other party not less than 90 working days prior to the renewal date. This Agreement may be terminated at any time upon mutual agreement of the parties.

If federal funding of the Medi-Cal Administrative Activities (MAA) program is discontinued, CLIENT is released from continued participation past the effective date of funding termination. Payment will be due for all services provided by MBT up to the effective date of termination of funding or the date of notification, whichever is later.

10. 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 MAA services on behalf of CLIENT.

11. 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  Dated: October 2, 2013
Authorized Signature
Felicia Stuckey-Smith, J.D.
(Printed name)

MEDICAL BILLING TECHNOLOGIES, INC.

By _____ Dated: _____
Roberta Stephens, CEO