

Subject: New MBT Agreements as of the 2022-23 School Year
Date: 03/23/2022

To our valued partners,

Thank you for your ongoing partnership in the LEA Medi-Cal Billing Option Program (LEA BOP). We are honored that you continue to choose Medical Billing Technologies (MBT) to manage your billing and program administration.

As you may be aware, State Plan Amendment (SPA) 15-021 was implemented at the beginning of the 2020-21 school year. This implementation has modified the nature of our partnership and duties needed to support a successful LEA program. It also means substantially increased reimbursements for California schools!

Some of the major changes include (but are not limited to):

- implementation and management of the Random Moment Time Survey (RMTS) process
- addition of new practitioner types qualified to participate in the LEA BOP
- updates to the annual Cost Reimbursement Comparison Schedule (CRCS) report

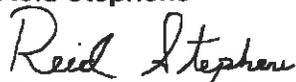
Because of the significance of these adjustments, MBT is choosing to exercise the Contract Duration and Termination clause of our current LEA Billing Services Contract as of 06/30/2022. Attached is our updated LEA Billing Services Contract that more accurately reflects the responsibilities of both MBT and LEAs under the new LEA BOP guidelines - effective 07/01/2022.

SPA 15-021 also stipulates that CRCS reports must be recalculated for the 2015-16, 2016-17, 2017-18, and 2018-19 school years to match the current CRCS format. Fortunately, this process will allow LEAs to realize significant reimbursement increases for each of these years. Also attached is the CRCS Contract Addendum that would allow MBT to process the four (4) CRCS recalculations using the new CRCS format - effective 06/01/2022.

Attached you will also find the California Pediatric Hospitalists Agreement which allows Dr. Sine, a physician, to review Student Treatment Plans in order to meet Medi-Cal's requirements.

If you and your team have any questions after reviewing the 3 attachments please feel free to reach out. I would be glad to schedule a meeting to review the terms of these agreements and any impacts the LEA BOP changes will have on your LEAs reimbursements.

Sincerely,
Reid Stephens



Medical Billing Technologies, Inc.
President of Business Operations
rmstephens@mbt4schools.com
(559) 901-6023

LEA Medi-Cal Direct Billing Program OptiServices Contract Addendum CRCS Recalculations

This Agreement is made this 1st day of June, 2022, between MEDICAL BILLING TECHNOLOGIES, INC, hereinafter called "MBT" and HOLLISTER 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 Program to complete and submit the Cost Reimbursement Comparison Schedule reports.

1. **Reason for the Addendum:** The recalculation of the Cost Reimbursement Comparison Schedule (CRCS) reports for years 2015-2016, 2016-2017, 2017-2018 and 2018-2019.

California's Department of Health Care Services (DHCS) oversees the LEA Medi-Cal Billing Option Program (LEA program). In May of 2020, DHCS implemented State Plan Amendment (SPA) 15-021 which incorporated many changes to the LEA program in order to increase federal reimbursements to California schools. These increased reimbursements are retroactive back to the 2015-2016 school year. In order for California LEAs to collect these additional reimbursements, DHCS requires each LEA to resubmit their CRCS reports in a new format for the 2015-2016, 2016-2017, 2017-2018 and 2018-2019 school years.

The purpose of this addendum is to permit MBT to recalculate all the necessary CRCS reports and submit each report to DHCS on behalf of the CLIENT. The CRCS reports are due to DHCS as follows:

- a. 2015-2016 recalculated CRCS report due to DHCS June 30, 2022.
- b. 2016-2017 recalculated CRCS report due to DHCS August 31, 2022.
- c. 2017-2018 recalculated CRCS report due to DHCS October 31, 2022.
- d. 2018-2019 recalculated CRCS report due to DHCS January 31, 2023.

These timelines are tentative and may be changed by DHCS.

2. **MBT Responsibilities:** MBT shall provide the following services to CLIENT:

- a. Work with CLIENT's designated LEA Coordinator.
- b. Complete analysis of CLIENT's LEA program practitioner lists to determine valid practitioners to include on each CRCS report.
- c. Obtain the CLIENT's Random Moment Time Survey results to include on each CRCS report.
- d. Obtain the CLIENT's percentage of Medi-Cal eligible students to include on each CRCS report.
- e. Request expense reports from CLIENT in order to calculate appropriate costs to include on each CRCS report.
- f. Compile all necessary data and calculations onto CRCS forms in compliance with DHCS's program regulations.
- g. Review each completed CRCS report with CLIENT and request all necessary signatures from CLIENT personnel.
- h. Submit the CRCS to DHCS by the due dates specified by DHCS.
- i. Provide assistance to CLIENT in the event of a DHCS audit. The form of such assistance shall be solely at the discretion of MBT.
- j. 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 are trained in HIPAA/FERPA regulations and are required to sign a statement of confidentiality. Student information sent from MBT to CLIENT will be encrypted and password protected.

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

- a. Designate an LEA Program Coordinator as a point of contact for MBT.
 - b. CLIENT shall provide all necessary documents and records to MBT necessary to complete each CRCS within 60 days of MBT's request.
 - c. Maintain all LEA Medi-Cal Billing Option Program billing documentation as required by State and Federal laws, rules, and regulations for audit purposes and for such period of time as required by State and Federal laws, rules, and regulations.
 - d. Comply with all rules and regulations of DHCS and other applicable government agencies pertaining to providing services, recordkeeping, and retention for the LEA Medi-Cal Billing Option Program.
4. **Payment:** After each CRCS is complete an underpayment amount is calculated for each year. CLIENT shall pay to MBT as compensation:

Four percent (4%) of the total underpayment received by CLIENT, but not to exceed \$30,000.00. CLIENT will be invoiced by MBT when the final cost settlement is released by DHCS for each CRCS year. This will result in four (4) separate invoices issued by MBT to CLIENT for each of the recalculated CRCS reports. MBT will ensure that the total fees of the four (4) invoices issued to CLIENT do not exceed four percent (4%) or \$30,000.00 of CLIENT's total underpayment amount.

Late Fees: 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 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 the date of invoice.

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 Medi-Cal billing.

5. **Document Management:** MBT shall retain in electronic form copies of all LEA Medi-Cal Billing Option bills submitted for CLIENT for a period of five (5) years after the date of submission of each CRCS report 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 the date of service or such other duration as may be required by State and Federal laws, rules, and regulations.
6. **Confidentiality Agreement:** All statistical, financial, student and other data relating to the LEA Medi-Cal Billing Option Program 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 Option 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 except as permitted and required for the LEA Medi-Cal Billing Option Program.

7. **Insurance:** MBT shall, at MBT's expense, obtain and keep in force during the term of this Agreement a policy of Professional Liability for Professional Services Error in the amount of Two Million Dollars (\$2,000,000.00).

8. Mutual Indemnification and Limitation of Liability:

- a. CLIENT will indemnify, defend, and hold MBT, and each such party's affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses arising out of or in connection with: (i) a claim by a third party alleging that use of the CLIENT DATA infringes the INTELLECTUAL PROPERTY RIGHTS of a third party; provided in any such case that MBT (a) promptly gives CLIENT written notice of the claim; (b) gives CLIENT sole control of the defense and settlement of the claim; and (c) provides CLIENT all available information and assistance.
- b. MBT will indemnify, defend and hold CLIENT and CLIENT affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses arising out of or in connection with: (i) any breach of confidentiality of CLIENT DATA due to the negligence of MBT or its employees or agents, and (ii) a claim by a third party alleging that the HOSTED SERVICE directly infringes an INTELLECTUAL PROPERTY RIGHT of a third party; provided that CLIENT (a) promptly gives written notice of the claim to MBT; (b) gives MBT sole control of the defense and settlement of the claim; and (c) provides MBT all available information and assistance. MBT's aggregate liability under this subsection (b) of Section 9 is limited to the coverage actually afforded by MBT's insurance policy referred to in Section 8 of this Agreement.
- c. MBT will use due care in processing the work of the CLIENT based on CLIENT's submission of billing information and CLIENT's determination of eligibility for reimbursement by the LEA Medi-Cal Billing Option Program. MBT will be responsible for correcting any errors which are due to the machines, operators, or programmers of MBT. Such errors shall be corrected at no additional charge to CLIENT. MBT does not guarantee State or Federal approval of billings submitted, and MBT shall not be liable or responsible to CLIENT for DHCS interpretation of State and Federal laws, rules, and regulations, or for changes to State and Federal laws, rules, and regulations, or for claims that are questioned or denied by DHCS or any other State or Federal governmental agency. MBT shall have no liability for CLIENT's inability to provide proper source documentation, including but not limited to Provider records, IEPs, Health Service Plans, and other supporting documentation, to DHCS or any other State or Federal governmental agency.
- d. Except as specifically set forth in Section 9, subsection (b) of this Agreement, in no event shall MBT's liability for any and all claims against MBT under this Agreement, in contract, tort, or otherwise, exceed the total amount of the fees paid by CLIENT to MBT during the contract term in issue, and MBT shall not be liable under any circumstances for any special, consequential, incidental, punitive, or exemplary damages arising out of or in any way connected with this Agreement.

- 9. Contract Duration and Termination:** The term of this Agreement shall commence upon execution of this contract and continue until all four (4) CRCS reports are approved and paid by DHCS.

CLIENT may terminate this agreement at any time in writing. In the event of termination prior to the completion of all four (4) CRCS reports, CLIENT is still obligated to pay MBT for any and all CRCS report(s) completed by MBT prior to the CLIENT's notification of termination.

- 10. 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: Reid Stephens, President
P.O. Box 709
Visalla, CA. 93279

CLIENT
Hollister School District
Attn: Business Office
2690 Clenega Road
Hollister, CA 95023-9687

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. **Other Documents:** The parties hereto agree to execute such other and further documents as may be necessary or required by the DHCS to authorize MBT to perform billing services on behalf of CLIENT.
13. **Representations:** Each party represents and warrants that it has the legal power and authority to enter into this Agreement.
14. **Entire Agreement:** This Agreement is an addendum to the original Agreement, LEA Medi-Cal Direct Billing Program OptiServices Contract that was initiated between MBT and CLIENT in July of 2018. These agreements supersedes any and all other agreements, either oral or in writing, between the parties with respect to MBT providing LEA Medi-Cal billing services to CLIENT and contains all of the covenants and agreements between the parties with respect to such billing services. Each party to these Agreements acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise with respect to MBT billing services not contained in these Agreements shall be valid or binding.
15. **Modification:** This Agreement may be amended or modified at any time with respect to any provision by a written instrument executed by all parties.
16. **Law Governing Agreement:** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
17. **Mediation and Arbitration:** Any dispute arising under this Agreement shall first be addressed through mediation. If a dispute arises, either party may demand mediation by filing a written demand with the other party. If the parties cannot agree upon a neutral mediator, each party, within twenty (20) days after the parties fail to agree on one mediator, at its own cost shall appoint one mediator and those mediators shall select an impartial mediator to conduct the mediation. The parties shall equally share the cost of the mediator conducting the mediation.

If the parties are unable to resolve any dispute through mediation as set forth herein, or if any party fails to respond to a demand for mediation, all questions and disputes with respect to the rights and obligations of the parties arising under the terms of this Agreement shall be resolved by binding arbitration. Any party may demand arbitration by filing a written demand with the other party. If the parties cannot agree on one arbitrator, each of the parties, within twenty (20) days after the parties fail to agree on one arbitrator, at its own cost, shall appoint one arbitrator and those arbitrators shall select an impartial arbitrator to conduct the arbitration. Should a party refuse or neglect to join in the arbitrator or to furnish the arbitrator with any papers or information demanded, the arbitrator may proceed ex parte.

A hearing on the matter to be arbitrated shall take place before the arbitrator in the County where CLIENT is located, State of California. The arbitrator shall select the time and place promptly and shall give each party written notice of the time and place at least ninety (90) days before the date selected. The parties shall be entitled to conduct discovery by agreement or by order of the arbitrator. Each party may present any relevant evidence at the hearing. The formal rules of evidence applicable to judicial proceedings shall not govern. Evidence shall be admitted or excluded in the sole discretion of the arbitrator. The arbitrator shall hear and determine the matter and shall execute and acknowledge the award in writing and cause a copy of the writing to be delivered to each of the parties.

The parties shall share equally the expense of arbitration, and each party shall bear its own attorney fees and costs incurred in connection with the arbitration.

The arbitrator's decision shall be binding and conclusive on the parties. A judgment confirming the award may be given by any Superior Court having jurisdiction.

HOLLISTER SCHOOL DISTRICT

Lisa Wiggins

Authorized Signature

5/20/2022

Date

Lisa Wiggins

Printed Name

Fiscal Services Manager

Printed Title

MEDICAL BILLING TECHNOLOGIES, INC.

Reid Stephens

Reid Stephens, President

03/23/2022

Date

LEA Medi-Cal Direct Billing Program OptiServices Contract

This Agreement is made this 1st day of July, 2022, between MEDICAL BILLING TECHNOLOGIES, INC, hereinafter called "MBT" and HOLLISTER 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 Program.

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 Billing Option 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. Upon commencement of services, and monthly thereafter, submit CLIENT's student enrollment data to Medi-Cal for purposes of Medi-Cal's determination whether the student is eligible for Medi-Cal, and provide CLIENT the results of Medi-Cal's eligibility determination.
- f. Provide access to quarterly reports to inform CLIENT of status of achievement of strategic plan.
- g. Assist in the 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 Billing Option Program claims. In providing such training MBT does not provide legal advice but relies on guidelines published by DHCS. MBT is not responsible for any change in DHCS guidelines, changes in State or Federal laws, rules, or regulations, or any change in DHCS interpretation of State or Federal laws, rules, or regulations or its own guidelines.
- i. As directed by CLIENT, MBT will submit CLIENT's LEA Medi-Cal Billing Option Program 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. Provide assistance to CLIENT in the event of a DHCS audit. The form of such assistance shall be solely at the discretion of MBT.
- l. 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 are trained in HIPAA/FERPA regulations and are required to sign a statement of confidentiality. Student information sent from MBT to CLIENT will be encrypted and password protected.
- m. At CLIENT's request, MBT will provide electronic submission of Doctor Orders, Referrals, and Prescriptions (ORP) to CLIENT's contracted Physician/Licensed Provider.
- n. At CLIENT's request, 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.
- o. Grant CLIENT a non-exclusive, non-transferable, worldwide right to use the HOSTED SERVICE (defined herein as MBT's online service accessed at a web site or IP address designated by MBT) as more fully set forth in Section 3 herein.

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. Provide to MBT on a quarterly basis, and more often if requested by MBT, complete district enrollment data which shall include the students' names, birth dates and gender for purposes of verifying Medi-Cal eligibility with DHCS, and all information required to bill for CLIENT any LEA Medi-Cal or other health covered student, including but not limited to a complete list of students with IEP's in place, a complete list of students with Individual Health Service plans in place, and a list of students CLIENT has determined qualify for specialized medical transportation through the LEA Medi-Cal Billing Option Program.
 - d. Determine whether the services provided to students are eligible for reimbursement through the LEA Medi-Cal Billing Option Program and so advise MBT.
 - 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's name.
 - f. Maintain all LEA Medi-Cal Billing Option Program billing documentation as required by State and Federal laws, rules, and regulations for audit purposes and for such period of time as required by State and Federal laws, rules, and regulations.
 - g. Provide access by MBT staff to CLIENT'S practitioners and ensure reasonable availability of practitioners for follow up activities.
 - h. Assure CLIENT administration support of practitioner participation in the LEA Medi-Cal Billing Option Program and encourage and emphasize the importance of practitioner involvement in such Program.
 - i. Comply with all rules and regulations of DHCS and other applicable government agencies pertaining to providing services, recordkeeping, and retention for the LEA Medi-Cal Billing Option Program.
 - j. If MBT is providing Prescription, Referral and Doctor Order (ORP) processing services, CLIENT shall provide all necessary information to MBT in order to electronically submit the ORP to CLIENT's contracted Physician/Licensed Provider for review.
 - k. If MBT is providing CRCS completion services to CLIENT, CLIENT shall provide all necessary documents and records to MBT necessary to complete the CRCS within 60 days of MBT's request each year.
 - l. If MBT is providing Medi-Cal Administrative Activities (MAA) quarterly invoicing services to CLIENT, CLIENT shall provide all necessary documents and records to MBT necessary to complete the MAA invoice within 60 days of MBT's request. Such documents and records shall be provided to MBT in a format consistent with MBT's systems requirements.
 - m. 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.
 - n. CLIENT is responsible for all activity occurring under CLIENT user accounts in the HOSTED SERVICE and will abide by all applicable laws, treaties and regulations in connections with its use of the HOSTED SERVICE.
3. **HOSTED SERVICE License Grant & Restrictions:** MBT hereby grants CLIENT a non-exclusive, non-transferable worldwide right to use the HOSTED SERVICE, solely for CLIENT's own internal business purposes, subject to the terms and conditions set forth in this Agreement.
- a. **CLIENT agrees not to:** (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise make available to any third party the HOSTED SERVICE; (ii) modify or make derivative works based upon the HOSTED SERVICE; or (iii) reverse engineer the HOSTED SERVICE.
 - b. **CLIENT will not:** (i) knowingly send or store infringing, obscene, libelous or otherwise unlawful or tortious material to the HOSTED SERVICE; (ii) knowingly send or store material containing viruses, worms, Trojan horses or other harmful computer code, files or programs to or from the HOSTED SERVICE; (iii) knowingly interfere with or disrupt the integrity or performance of the

HOSTED SERVICE; (iv) attempt to gain unauthorized access to the HOSTED SERVICE or its systems or networks; or (v) use the HOSTED SERVICE in violation of applicable law.

c. **CLIENT DATA (defined herein as any data, information, or material provided by CLIENT to the HOSTED SERVICES):** MBT does not own any CLIENT DATA. CLIENT DATA is CLIENT's proprietary and confidential information and will not be accessed, used or disclosed by MBT except as set forth in this Agreement, and except for the limited purpose of supporting CLIENT's use of the HOSTED SERVICE. CLIENT has sole responsibility for the accuracy, legality, reliability, and intellectual property ownership to use the CLIENT DATA.

i. **Transmission of CLIENT DATA:** Client shall transfer CLIENT DATA to MBT by use of a secure server through the MBT website, or through CLIENT's secure server. CLIENT shall not email CLIENT DATA to MBT. MBT shall not be liable or responsible for any breach of CLIENT DATA sent via an unsecured serve.

d. **Intellectual Property Ownership:** MBT owns all right, title and interest, including all related INTELLECTUAL PROPERTY RIGHTS (defined herein as patent rights, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and trade secret rights, and all other intellectual property rights, derivations thereof as well as other forms of protection of a similar nature), in and to the MBT TECHNOLOGY (defined herein as all MBT proprietary technology made available to CLIENT in providing the HOSTED SERVICE), CONTENT (defined herein as the information, documents, software, products, and services made available to CLIENT), and the HOSTED SERVICE. This Agreement is not a sale and does not convey any rights of ownership in the HOSTED SERVICE.

4. **Payment:** CLIENT shall pay to MBT as compensation:

Eight percent (8%) of the total reimbursement received by CLIENT, but not to exceed \$40,000.00 per year. MBT will invoice CLIENT at the onset of this agreement for a portion of the total fee as indicated by the fee structure selected below. The remainder will be invoiced by MBT to CLIENT when the cost settlement is released by DHCS:

- A flat rate of \$3,025.00 per month, to be paid within 30 days of receipt of monthly invoice; or
- An annual lump sum of \$32,670.00, payable within 30 days of receipt of invoice (representing an annual discount of ten percent (10%).

CLIENT's payment selection shall be evidenced by the checking of the box next to the option selected above.

MBT will issue a final invoice to the CLIENT once the final reconciliation of claims from the fiscal year has been approved and paid by DHCS. MBT will deduct one hundred percent (100%) of the initial flat fee from the final invoice.

The following fees will be charged for additional services provided at the specific request of CLIENT:

a. **Occupational Therapy Prescriptions, Physical Therapy Prescriptions, Mental Health Referrals, Doctors Orders (hereinafter collectively "ORP") and Speech Protocols:**

At CLIENT's request, MBT will electronically process any necessary ORP for any Occupational Therapy services, Physical Therapy services, Mental Health services and Nursing services that the CLIENT provides to students.

CLIENT will pay MBT \$25.00 for each ORP processed by CLIENT's contracted Physician/Licensed Provider, whether the Physician/Licensed Provider approves the ORP or not.

At CLIENT's request, MBT will process a referral for a physician signed speech protocol in compliance with current program regulations. CLIENT will pay MBT \$500.00 for each speech protocol processed by CLIENT's contracted Physician, whether the physician approves the protocol or not.

Rate schedules are subject to change upon thirty (30) days written notice to CLIENT. CLIENT may withdraw its request for MBT to process ORP's and physician signed speech protocols without affecting the other terms of this contract.

b. MAA Invoicing Services

If CLIENT elects to have MBT provide MAA invoicing services to CLIENT, CLIENT shall pay to MBT \$25.00 per quarter per participant included on each invoice, but not less than \$250.00 per quarter and not more than \$5,000.00 per quarter for the completion of each MAA invoice.

If, for any reason a previously completed MAA invoice needs to be recalculated, CLIENT agrees to pay MBT a flat fee of \$150 per MAA invoice recalculation. No fee will be charged where the recalculation is due to an error on the part of MBT.

If, for any reason the CLIENT decides to no longer participate in the MAA Program or does not follow through and complete the MAA process, CLIENT agrees to pay MBT a minimum fee of \$500 for the year.

c. Changes After Submission of Billing:

If CLIENT or CLIENT's providers request changes after MBT's Initial submission of LEA Medi-Cal Billing Option Program billings, at CLIENT's request MBT shall prepare and submit the Claims Inquiry Form ("CIF") to DHCS to process such change. Because submission of the CIF is labor-intensive, CLIENT shall pay to MBT Ten Dollars (\$10.00) per claim submitted. No fee will be charged where the change requested is due to an error on the part of MBT.

5. **Late Fees:** 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 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 the date of invoice.

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 Medi-Cal billing.

6. **Document Management:** MBT shall retain in electronic form copies of all LEA Medi-Cal Billing Option 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 the date of service or such other duration as may be required by State and Federal laws, rules, and regulations.
7. **Confidentiality Agreement:** All statistical, financial, student and other data relating to the LEA Medi-Cal Billing Option Program 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 Option 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 except as permitted and required for the LEA Medi-Cal Billing Option Program.

8. **Insurance:** MBT shall, at MBT's expense, obtain and keep in force during the term of this Agreement a policy of Professional Liability for Professional Services Error in the amount of Two Million Dollars (\$2,000,000.00).

9. **Mutual Indemnification and Limitation of Liability:**

- a. CLIENT will indemnify, defend, and hold MBT, and each such party's affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses arising out of or in connection with: (i) a claim by a third party alleging that use of the CLIENT DATA infringes the INTELLECTUAL PROPERTY RIGHTS of a third party; provided in any such case that MBT (a) promptly gives CLIENT written notice of the claim; (b) gives CLIENT sole control of the defense and settlement of the claim; and (c) provides CLIENT all available information and assistance.

- b. MBT will indemnify, defend and hold CLIENT and CLIENT affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses arising out of or in connection with: (i) any breach of confidentiality of CLIENT DATA due to the negligence of MBT or its employees or agents, and (ii) a claim by a third party alleging that the HOSTED SERVICE directly infringes an INTELLECTUAL PROPERTY RIGHT of a third party; provided that CLIENT (a) promptly gives written notice of the claim to MBT; (b) gives MBT sole control of the defense and settlement of the claim; and (c) provides MBT all available information and assistance. MBT's aggregate liability under this subsection (b) of Section 9 is limited to the coverage actually afforded by MBT's insurance policy referred to in Section 8 of this Agreement.
 - c. MBT will use due care in processing the work of the CLIENT based on CLIENT's submission of billing information and CLIENT's determination of eligibility for reimbursement by the LEA Medi-Cal Billing Option Program. MBT will be responsible for correcting any errors which are due to the machines, operators, or programmers of MBT. Such errors shall be corrected at no additional charge to CLIENT. MBT does not guarantee State or Federal approval of billings submitted, and MBT shall not be liable or responsible to CLIENT for DHCS interpretation of State and Federal laws, rules, and regulations, or for changes to State and Federal laws, rules, and regulations, or for claims that are questioned or denied by DHCS or any other State or Federal governmental agency. MBT shall have no liability for CLIENT's inability to provide proper source documentation, including but not limited to Provider records, IEPs, Health Service Plans, and other supporting documentation, to DHCS or any other State or Federal governmental agency.
 - d. Except as specifically set forth in Section 9, subsection (b) of this Agreement, in no event shall MBT's liability for any and all claims against MBT under this Agreement, in contract, tort, or otherwise, exceed the total amount of the fees paid by CLIENT to MBT during the contract term in issue, and MBT shall not be liable under any circumstances for any special, consequential, incidental, punitive, or exemplary damages arising out of or in any way connected with this Agreement.
10. **Contract Duration and Termination:** The term of this Agreement shall commence upon execution of this contract and continue for a period of five (5) school years, through June 30, 2027 ("Termination Date"). On or before March 30 of each school year either party may terminate this Agreement for the upcoming school year by written notice to the other party. CLIENT's access to MBT's OptiClaim software shall cease upon termination or nonrenewal of this Agreement except as specifically set forth herein.

This Agreement may be terminated at any time upon mutual agreement of the parties. In addition, the Agreement shall automatically terminate if CLIENT's participation in the LEA Medi-Cal Billing Program terminates.

Additionally, any breach of CLIENT's payment obligations or unauthorized use of HOSTED SERVICES will be deemed a material breach of this Agreement. MBT may terminate the Agreement, CLIENT account, or CLIENT's use of the HOSTED SERVICE if CLIENT commits a material breach of this Agreement or otherwise fails to comply with this Agreement, and such breach has not been cured within ten (10) days after notice of such breach.

In the event of termination prior to the completion of any school year, MBT shall not be required to provide CRCS completion services to CLIENT for the school year in progress.

11. **Submittals after Termination:** MBT shall, for a period of up to six months after the end of the school year in progress on the date of termination, continue to accept submittals from CLIENT for services provided by CLIENT through the end of the school year in progress on the date of termination, and shall submit billings for such services provided by CLIENT to DHCS for

reimbursement. During the period set forth herein CLIENT shall have continued access to MBT's OptiClaim software. MBT shall continue to submit invoices to CLIENT for such billings per the payment schedule set forth in Section 4 above. Any submittals received by MBT from CLIENT for services provided in the school year following the date of termination shall be returned to CLIENT and shall not be processed by MBT for reimbursement.

12. **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: Reid Stephens, President
P.O. Box 709
Visalia, CA. 93279

CLIENT
Hollister School District
Attn: Business Office
2690 Cienega Road
Hollister, CA 95023-9687

13. **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.
14. **Other Documents:** The parties hereto agree to execute such other and further documents as may be necessary or required by the DHCS to authorize MBT to perform billing services on behalf of CLIENT.
15. **Representations:** Each party represents and warrants that it has the legal power and authority to enter into this Agreement.
16. **Entire Agreement:** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to MBT providing LEA Medi-Cal billing services to CLIENT and contains all of the covenants and agreements between the parties with respect to such billing services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise with respect to MBT billing services not contained in this Agreement shall be valid or binding.
17. **Modification:** This Agreement may be amended or modified at any time with respect to any provision by a written instrument executed by all parties.
18. **Law Governing Agreement:** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
19. **Mediation and Arbitration:** Any dispute arising under this Agreement shall first be addressed through mediation. If a dispute arises, either party may demand mediation by filing a written demand with the other party. If the parties cannot agree upon a neutral mediator, each party, within twenty (20) days after the parties fail to agree on one mediator, at its own cost shall appoint one mediator and those mediators shall select an impartial mediator to conduct the mediation. The parties shall equally share the cost of the mediator conducting the mediation.

If the parties are unable to resolve any dispute through mediation as set forth herein, or if any party fails to respond to a demand for mediation, all questions and disputes with respect to the rights and

obligations of the parties arising under the terms of this Agreement shall be resolved by binding arbitration. Any party may demand arbitration by filing a written demand with the other party. If the parties cannot agree on one arbitrator, each of the parties, within twenty (20) days after the parties fail to agree on one arbitrator, at its own cost, shall appoint one arbitrator and those arbitrators shall select an impartial arbitrator to conduct the arbitration. Should a party refuse or neglect to join in the arbitrator or to furnish the arbitrator with any papers or information demanded, the arbitrator may proceed ex parte.

A hearing on the matter to be arbitrated shall take place before the arbitrator in the County where CLIENT is located, State of California. The arbitrator shall select the time and place promptly and shall give each party written notice of the time and place at least ninety (90) days before the date selected. The parties shall be entitled to conduct discovery by agreement or by order of the arbitrator. Each party may present any relevant evidence at the hearing. The formal rules of evidence applicable to judicial proceedings shall not govern. Evidence shall be admitted or excluded in the sole discretion of the arbitrator. The arbitrator shall hear and determine the matter and shall execute and acknowledge the award in writing and cause a copy of the writing to be delivered to each of the parties.

The parties shall share equally the expense of arbitration, and each party shall bear its own attorney fees and costs incurred in connection with the arbitration.

The arbitrator's decision shall be binding and conclusive on the parties. A judgment confirming the award may be given by any Superior Court having jurisdiction.

HOLLISTER SCHOOL DISTRICT

Lisa Wiggins
Authorized Signature

5/20/2022
Date

Lisa Wiggins
Printed Name

Fiscal Services Manager
Printed Title

MEDICAL BILLING TECHNOLOGIES, INC.

Reid Stephens
Reid Stephens, President

03/23/2022
Date

Agreement for Medical Doctor Review of Student Treatment Plans

This Agreement is made this 1st day of July, 2022, between CALIFORNIA PEDIATRIC HOSPITALISTS INC, hereinafter called "MD" and HOLLISTER SCHOOL DISTRICT, hereinafter called "CLIENT". This Agreement states the terms and conditions under which the MD will review school based services provided by CLIENT to students and determine if services are medically necessary in order for the student to receive a free and appropriate education.

1. MD's Responsibilities: The MD shall provide the following services to CLIENT:

- a. The MD shall maintain all appropriate medical licenses and registrations required by state and federal law to practice medicine in the state of California. MD shall pay any licensing fees and costs of any mandatory continuing education associated with maintaining such licensing.
- b. The MD shall, at MD's cost, maintain medical malpractice insurance in his/her name. Coverage shall be for an amount not less than \$1,000,000 per occurrence.
- c. MD will provide MD's education, training and contact information in order to maintain a working relationship with CLIENT. MD shall be available for consultation with CLIENT and/or CLIENT providers as to specific treatment plans submitted to MD for review.
- d. Consult with CLIENT as to the format for the treatment plan recommendations to be received by CLIENT to ensure such treatment plan recommendations contain all information necessary for review by MD.
- e. As to each treatment plan recommendation submitted, advise CLIENT if additional information is necessary for MD to conduct an appropriate review.
- f. MD will review any Occupational Therapy (OT), Physical Therapy (PT), Mental Health (MH), Speech Therapy (ST), and Nursing treatment plans submitted to MD by CLIENT. MD will provide the result of such review in writing to CLIENT, including a written authorization for any OT, PT, MH, ST and Nursing services which, in MD's medical opinion, are medically necessary.
- g. MD 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. Treatment plans provided to MD by the CLIENT will be used for the sole purpose of determining medical necessity of school based services and MD will use industry standard practices to securely store all student treatment plans.
- h. Once MD has completed his/her review of student treatment plans submitted by CLIENT, MD will issue an invoice to CLIENT according to the Payment section of this agreement.

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

- a. CLIENT will identify the individual students that are in need of a medical doctor treatment plan in order to receive school based services.
- b. CLIENT will submit student treatment plans in the format agreed upon with the MD. Student treatment plans must include student full name, student date of birth, student's diagnosis, service provider's full name, service provider's credentials, and a description of the school based services that the student is receiving.
- c. CLIENT will make their service providers available to MD for clarifications and additional information that may need to be provided during the student treatment plan review process.

3. Payment: CLIENT shall pay to MD as compensation:

A fee of \$25.00 for each Student Treatment Plan that is submitted by CLIENT and reviewed by MD. MD will generate and submit an invoice to CLIENT which is payable within 30 days of receipt.

4. Document Management: MD shall retain in electronic form copies of all Student Treatment Plans submitted by CLIENT for a period of five (5) or such other period as required by law. MD, upon request, will provide to CLIENT electronic copies of such Treatment Plans. MD, upon request, shall return to CLIENT all Treatment Plans and other documents provided to MD for Treatment Plan

review purposes. CLIENT shall retain all such documents and records for at least five (5) years from Student Treatment Plan effective date or such other duration as may be required by State and Federal laws, rules, and regulations.

5. **Confidentiality Agreement:** All statistical, financial, student and other data relating to the Student Treatment Plan review process 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 MD by the CLIENT will be used for the sole purpose of determining medical necessity of school based services provided by CLIENT. MD 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.

6. **Insurance:** MD shall, at MD's expense, obtain and maintain during the term of this Agreement medical malpractice insurance in his/her name. Coverage shall be for an amount not less than \$1,000,000 per occurrence.

7. **Mutual Indemnification and Limitation of Liability:**

- a. CLIENT will indemnify, defend, and hold MD, and each such party's affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses arising out of or in connection with: (i) a claim by a third party alleging that use of the CLIENT DATA infringes the INTELLECTUAL PROPERTY RIGHTS of a third party; provided in any such case that MD (a) promptly gives CLIENT written notice of the claim; (b) gives CLIENT sole control of the defense and settlement of the claim; and (c) provides CLIENT all available information and assistance.
- b. MD will indemnify, defend and hold CLIENT and CLIENT affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses arising out of or in connection with: (i) any breach of confidentiality of CLIENT DATA due to the negligence of MD or its employees or agents, and (ii) a claim by a third party alleging that the HOSTED SERVICE directly infringes an INTELLECTUAL PROPERTY RIGHT of a third party; provided that CLIENT (a) promptly gives written notice of the claim to MD; (b) gives MD sole control of the defense and settlement of the claim; and (c) provides MD all available information and assistance. MD's aggregate liability under this subsection (b) of Section 9 is limited to the coverage actually afforded by MD's insurance policy referred to in Section 6 of this Agreement.
- c. MD will use due care in processing the work of the CLIENT based on CLIENT's submission of Student Treatment Plans. MD will be responsible for correcting any errors which are due to the machines, operators, or programmers of MD. Such errors shall be corrected at no additional charge to CLIENT. MD does not guarantee approval of Student Treatment Plans submitted. MD shall have no liability for CLIENT's inability to provide proper source documentation, including but not limited to Provider records, IEPs, Health Service Plans, and other supporting documentation, to any State or Federal governmental agency.
- d. Except as specifically set forth in Section 9, subsection (b) of this Agreement, in no event shall MD's liability for any and all claims against MD under this Agreement, in contract, tort, or otherwise, exceed the total amount of the fees paid by CLIENT to MD during the contract term in issue, and MD shall not be liable under any circumstances for any special, consequential, incidental, punitive, or exemplary damages arising out of or in any way connected with this Agreement.

8. **Contract Duration and Termination:** The term of this Agreement shall commence upon execution of this contract and continue for a period of five (5) school years, through June 30, 2027 ("Termination Date"). This agreement may be terminated at anytime by either party by written notice.

Additionally, any breach of CLIENT's payment obligations or unauthorized use of Student Treatment Plans will be deemed a material breach of this Agreement. MD may terminate the Agreement if CLIENT commits a material breach of this Agreement or otherwise fails to comply with this Agreement, and such breach has not been cured within ten (10) days after notice of such breach.

9. **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:

MD
California Pediatric Hospitalists, Inc.
Attn: David A. Sine, M.D.
P.O. Box 709
Visalia, CA. 93279

CLIENT
Hollister School District
Attn: Business Office
2690 Cienega Road
Hollister, CA 95023-9687

10. **Copyrights:** CLIENT acknowledges and agrees that all manuals and forms ("MD Documents") provided to CLIENT by MD shall remain the property of MD and shall not be duplicated, copied in any manner and access to MD Documents shall be restricted to employees of CLIENT who need to use MD Documents in order to satisfy CLIENT'S obligations under this Agreement, without the prior written consent of MD. All computer programs and materials, including, but not limited to, electronic devices, and the information contained therein are, and shall remain, the property of MD.
11. **Other Documents:** The parties hereto agree to execute such other and further documents as may be necessary or required by state and federal law to authorize MD to perform review of Student Treatment Plans on behalf of CLIENT.
12. **Representations:** Each party represents and warrants that it has the legal power and authority to enter into this Agreement.
13. **Entire Agreement:** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to MD providing review of Student Treatment Plans to CLIENT and contains all of the covenants and agreements between the parties with respect to such services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise with respect to MD services not contained in this Agreement shall be valid or binding.
14. **Modification:** This Agreement may be amended or modified at any time with respect to any provision by a written instrument executed by all parties.
15. **Law Governing Agreement:** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
16. **Mediation and Arbitration:** Any dispute arising under this Agreement shall first be addressed through mediation. If a dispute arises, either party may demand mediation by filing a written demand with the other party. If the parties cannot agree upon a neutral mediator, each party, within twenty (20) days after the parties fail to agree on one mediator, at its own cost shall appoint one mediator and those mediators shall select an impartial mediator to conduct the mediation. The parties shall equally share the cost of the mediator conducting the mediation.

If the parties are unable to resolve any dispute through mediation as set forth herein, or if any party fails to respond to a demand for mediation, all questions and disputes with respect to the rights and obligations of the parties arising under the terms of this Agreement shall be resolved by binding arbitration. Any party may demand arbitration by filing a written demand with the other party. If the parties cannot agree on one arbitrator, each of the parties, within twenty (20) days after the parties fail to agree on one arbitrator, at its own cost, shall appoint one arbitrator and those arbitrators shall select an impartial arbitrator to conduct the arbitration. Should a party refuse or neglect to join in the arbitrator or to furnish the arbitrator with any papers or information demanded, the arbitrator may proceed ex parte.

A hearing on the matter to be arbitrated shall take place before the arbitrator in the County where CLIENT is located, State of California. The arbitrator shall select the time and place promptly and shall give each party written notice of the time and place at least ninety (90) days before the date selected. The parties shall be entitled to conduct discovery by agreement or by order of the arbitrator. Each party may present any relevant evidence at the hearing. The formal rules of evidence applicable to judicial proceedings shall not govern. Evidence shall be admitted or excluded in the sole discretion of the arbitrator. The arbitrator shall hear and determine the matter and shall execute and acknowledge the award in writing and cause a copy of the writing to be delivered to each of the parties.

The parties shall share equally the expense of arbitration, and each party shall bear its own attorney fees and costs incurred in connection with the arbitration.

The arbitrator's decision shall be binding and conclusive on the parties. A judgment confirming the award may be given by any Superior Court having jurisdiction.

HOLLISTER SCHOOL DISTRICT

Lisa Wiggins
Authorized Signature

5/20/2022
Date

Lisa Wiggins
Printed Name

Fiscal Services Manager
Printed Title

CALIFORNIA PEDIATRIC HOSPITALISTS INC

D Sine
Dr David Sine, Physician

03/23/2022
Date