Children and Youth Behavioral Health Initiative Billing Program OptiServices Contract

This Agreement is made this 1st day of July, 2025, between MEDICAL BILLING TECHNOLOGIES, INC, hereinafter called "MBT" and MOUNTAIN VIEW LOS ALTOS HIGH SCHOOL DISTRICT, hereinafter called "CLIENT". This Agreement states the terms and conditions under which MBT will provide services on behalf of CLIENT under the Children and Youth Behavioral Health Initiative (CYBHI) Billing 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 enrolled in the CYBHI program, and track progress of enrollment to activation.
    b. Work with CLIENT's designated Program Coordinator(s).
    c. Complete analysis of CLIENT's CYBHI Program and conduct regular 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 CYBHI claims.
    e. Assist CLIENT with collection and storage of Student data such as, but not limited to: Student First Name, Student Last Name, Student Date of Birth, Student Gender, Students current insurance status, etc. in order to successfully complete the Student Batch Registration file as required by DHCS.
    f. Provide access to quarterly reports to inform CLIENT of status of achievement of strategic plan.
    g. Assist CLIENT with collection and storage of Practitioner data such as, but not limited to: Practitioner Names, Credentials, National Provider Identification numbers, etc. in order to successfully complete the Practitioner Registration file as required by DHCS.
    h. Provide practitioner CYBHI training and training materials to enable CLIENT personnel and contractors to successfully complete documentation necessary for submission of CYBHI 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 CYBHI claims 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 claim 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. 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 a CYBHI provider under the rules of the DHCS.
    b. Designate a Program Coordinator(s) that will be MBT's main point of contact for administering the CYBHI program.

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TECHNOLOGIES INC.

c. Provide to MBT on a quarterly basis, and more often if requested by MBT, district enrollment data which shall include the students' names, birth dates and gender for purposes of verifying health insurance eligibility, and all information required to bill for CLIENT's students, including but not limited to a complete list of students with IEPs in place, and a complete list of students with Individual Health Service plans in place.

d. Determine whether the student's health insurance coverage is current and eligible for reimbursement through the CYBHI Program and so advise MBT.

e. Determine practitioners that are eligible to participate in CYBHI and verify their credentials. As qualified practitioners change, CLIENT will notify MBT.

f. 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.

g. Maintain all CYBHI 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.

h. Provide access by MBT staff to CLIENT'S practitioners and ensure reasonable availability of practitioners for follow up activities.

i. Assure CLIENT administration support of practitioner participation in the CYBHI Program and encourage and emphasize the importance of practitioner involvement in such Program.

j. Comply with all rules and regulations of DHCS and other applicable government agencies pertaining to providing services, recordkeeping, and retention for the CYBHI Program.

k. 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.

l. Execute such other and further documents as may be required to keep CLIENT's enrollment in the CYBHI Program in good standing by DHCS in order to carry out the purpose of this Agreement.

m. 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

Medical Billing TECHNOLOGIES INC.

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 Eight percent (8%) of the CYBHI claim payments to CLIENT as a "Service Fee". MBT will invoice CLIENT on a quarterly basis for the claims that were paid within each quarter.

   Additional Fees: In addition to the Service Fee stated above, Client may request the additional service listed in subsection a of this Section, below, and pay the corresponding fees for the additional service ("Additional Fees"), as follows:

   a. **Mental Health Authorizations (MHAs)**

   At CLIENT's request, MBT will electronically process any necessary MHAs for any Mental Health services that the CLIENT provides to students.

   CLIENT will pay MBT $25.00 for each MHA processed by CLIENT's contracted Physician/Licensed Provider, whether the Physician/Licensed Provider approves the ORP 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 MHAs without affecting the other terms of this contract.

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 CYBHI billing.

6. **Document Management:** MBT shall retain in electronic form copies of all CYBHI Billing 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 CYBHI Program billing and the identity of 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.

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The data provided to MBT by the CLIENT will be used for the sole purpose of performing billing for the CYBHI 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 CYBHI 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 CYBHI 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 of 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 MBTuring 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 three (3) years, through June 30, 2028 ("Termination Date"). 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.

Medical Billing TECHNOLOGIES INC.

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 CYBHI 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.

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	CLIENT
Medical Billing Technologies, Inc.	Mountain View Los Altos High School District
Attn: Reid Stephens, President	Attn: Business Office
P.O. Box 709	1299 Bryant Avenue
Visalia, CA 93279	Mountain View, CA 94040

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 CYBHI 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.

Medical Billing TECHNOLOGIES INC.

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.

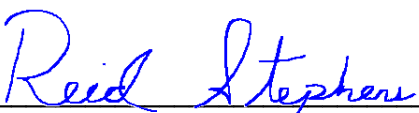**MOUNTAIN VIEW LOS ALTOS HIGH SCHOOL DISTRICT**

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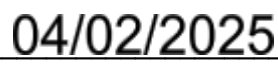   Authorized Signature   Date

_____   _____
                 Printed Name   Printed Title

MEDICAL BILLING TECHNOLOGIES, INC.

_____   _____
           Reid Stephens, President   04/02/2025
                                                                                Date