

TEXAS SCHOOL MEDICAID DIRECT SERVICE AGREEMENT

This is an agreement between: Cedar Hill ISD, hereinafter referred to as the “Customer”, And, Computer Automation Systems, Inc., of Mountain Home, Arkansas hereinafter referred to as “CAS”.

Whereas CAS has developed a comprehensive School Medicaid Direct Service program (comprised of many specialty services such as training, consultation, claims processing, statistical reporting and audit preparation services delivered by CAS Education, Medicaid and Software personnel); and,

Whereas the Customer wishes to obtain and CAS wishes to furnish these services so as to process reimbursements from the Federal School Medicaid Fee-For-Direct Service (“FFS”) Program through the Texas School Health and Related Services (SHARS) Program; and,

Whereas both CAS and the Customer, desire to both be fully compliant of all HIPAA and FERPA regulations as they work together in the School Medicaid program that requires absolute confidentiality regarding all student information and services;

Now, therefore, in consideration of the premises and the mutual promises and mutual undertakings of the parties hereinafter set forth, the parties hereby agree as follows:

I Agreement Effective Date, Termination, and Changes

- A. This Agreement is effective beginning September 1st, 2012; and it shall remain in force unless terminated as described in paragraph IB, or until Texas procurement regulations for Public Customers require a contract renewal.
- B. This Agreement is effective upon signature by the two parties and may be terminated by one of the parties with sixty (60) days written notice to the other.
- C. Any amendment to this Agreement must be in writing and must be signed by both parties.

II CAS will provide the following essential services (the “Services”) to and on behalf of the Customer:

- A. CAS will provide and set up the software necessary for the Customer providers who wish to log their services electronically. This on-line system will also provide information from the Customer’s IEP program to assist providers.
- B. CAS Paper Log Process: CAS will also make paper logs available to the Customer for those providers who wish to document their services using a paper form. CAS will receive, review, enter and process all claims from these forms directly into their proprietary software system for the purpose of generating and submitting Medicaid claims.
- C. Provider Help Desk: CAS, will maintain a Help Desk, with email and toll-free telephone access, to respond to technical support and user questions from the Customer during regular business operating hours. The Help Desk staff will provide technical assistance

to all Customer providers, whether they are documenting their services using the automated system or the paper logs.

- D. Training: CAS will coordinate training to the Customer regarding the automated documentation system and/or the paper log process. This training may take place either on-site at the Customer location or via remote, Internet-based access. If an on-site training is scheduled, the Customer agrees to make every effort to have as many staff members attend as possible. Remote, Internet-based trainings may be scheduled for smaller groups, as necessary.
- E. Program Information: CAS will assist the Customer in researching program information and program information changes.
- F. Student Eligibility Research: CAS will research eligibility on behalf of the Customers. CAS will receive Medicaid eligibility reports on a regular basis to research denials, update claims, and resubmit claims on behalf of the Customer.
- G. Electronic Claim Formatting: CAS will format the collected data for proper submission of Medicaid claims.
- H. Claim Submission/Retrieval: CAS will submit claim information on behalf of the Customer. CAS will retrieve claim remittance information on behalf of the Customer.
- I. Reports: CAS software and staff will provide report services by providing information to the Customer including, but not necessarily limited to, the amount of claims paid to date in the school year, amount of claims in process at any time of the year, and Customer providers who are and who are not maintaining service logs.
- J. Technical Assistance: CAS will provide technical assistance to the Customer as necessary for the implementation of Medicaid FFS requirements including, but not necessarily limited to, determining Medicaid eligibility, obtaining primary care physicians identification, parental consents, resubmission of denied claims, and use of National Provider Identifier (NPI) numbers.
- K. Audit Services: CAS will work with the Customer to help the Customer prepare for occasional/eventual audits by state and/or federal agencies who oversee the Medicaid reimbursement programs in Texas. CAS will provide the records for all claims relevant to each audit. The Customer will be responsible for all documentation associated with State contracted retrospective reviews.

III. The Customer agrees to provide the following:

- A. Support: Since this school Medicaid program is an important source of revenue for the Customer and its funding for special services to children, the Customer will strongly encourage all staff (both employees and contracted staff) to co-operate with CAS so that the Customer's rightful potential of reimbursements from this program can be achieved.
- B. Procedures: The Customer will implement specific procedures required to ensure that providers document their service delivery in a timely manner and submit to CAS within the timeframe allotted for claims submissions – whether this documentation is completed electronically or on paper.
- C. Training: Since this is a federally funded program and subject to audit, the Customer agrees to make the time available for participating staff members to be adequately trained in the Program rules either directly by CAS or by a Customer staff member who has been trained by CAS.

D. Documentation/Paperwork: The Customer will maintain the necessary documentation/paperwork required for the program, including original copies of all paper service logs, documentation of physician referrals, attendance records, and all other records specified in the state program manual. The Customer will maintain compliant ARD/IEPs that prescribe all services to be recorded by Customer Providers. The Customer will help CAS to clarify that all Customer Providers should be recording their services in order to be compliant with the laws governing ARD/IEP service prescriptions.

IV. Contract Fee:

In consideration for providing the Services to the Customer, the Customer agrees to pay CAS service fees as identified in Exhibit A.

If audit recoupments are withheld from the Customer's reimbursements by the State Medicaid Agency or any Federal entity, CAS will work with the Customer to identify whether any of the recoupments are the result of errors made by CAS staff (e.g. data entry errors) and refund to the Customer any administrative fees associated with these claims.

V. All parties agree to observe the respective rules and regulations that apply to themselves as contained in the Provider Enrollment Agreements filed with the State Medicaid Agency by the Customer and any updated or new agreements that may be required as part of the Customer's participation in this program with the State or Federal Government. Non-discrimination: The parties shall comply with all applicable Federal and State non-discrimination laws, rules, and regulations.

VI. LIMITATIONS OF LIABILITY.

A. *Personal Injury*. Each Customer employee and any other persons visiting a Product training event or Product Internet Data Centers does so at its own risk and CAS assumes no liability whatsoever for any harm to such persons resulting from any cause other than CAS's negligence or willful misconduct resulting in personal injury to such persons during such a visit.

B. *Damage to Customer Equipment or Business*. CAS assumes no liability for any damage to, or loss relating to, Customer's Business resulting from any cause whatsoever. CAS assumes no liability for any damage to, or loss of, any Customer Equipment resulting from any cause other than CAS's gross negligence or willful misconduct. To the extent CAS is liable for any damage to, or loss of, the Customer Equipment for any reason, such liability will be limited solely to the then-current value of the Customer Equipment.

C. *Exclusions*. Except as specified in Sections VI.A. and VI.B, in no event will Company be liable to Customer, any Representative, or any third party for any claims arising out of or related to this Agreement, Customer Equipment, Customer's Business or otherwise, and any lost funds, lost revenue, lost profits, replacement goods, loss of technology, rights or services, incidental, punitive, indirect or consequential damages, loss of data, or interruption or loss of use of service or of any Customer Equipment or Customer's

Business, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

D. Maximum Liability. Notwithstanding anything to the contrary in this Agreement, CAS's maximum aggregate liability to Customer related to or in connection with this Agreement will be limited to the total amount paid by Customer to CAS hereunder for the prior Twelve (12) month period under this agreement.

IN WITNESS THEROF, the two parties have signed this 3-page Agreement.


1) The _____ Customer:

By: _____ Date: _____
Signing Officer for the Customer

Printed name of Signing Officer: _____

Title of Signing Officer: _____

2) Computer Automation Systems, Inc. (CAS):

By:  _____ Date: 07/02/2012_____
Signing Officer for CAS

Printed name of Signing Officer: Robert K. Bundy_____

Title of Signing Officer: President, Medicaid Services_____

EXHIBIT A
FEES

The Term of this Exhibit shall be for one (1) year, commencing on September 1st, 2012.

Customer agrees to pay a Medicaid Service Fee to CAS for providing the Services. The Service Fee will be 7% of recovered revenue.

For Customer:

For CAS:

Signed

Bob Bundy

Signed

Date

July 2, 2012

Date

Title

President, Medicaid Services

Title