

## LEA Medi-Cal Direct Billing Program OptiServices Contract

This Agreement is made this 1 day of June, 2019, between MEDICAL BILLING TECHNOLOGIES, INC, hereinafter called "MBT" and MOUNTAIN VIEW WHISMAN 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 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 in 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 is trained in HIPAA/FERPA regulations and is 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 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.

**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 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 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 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.
- k. 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.

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

- A flat rate of \$1,000.00 per month, to be paid within 30 days of receipt of monthly invoice; or
- An annual lump sum of \$10,800.00, 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 may continue to invoice for services with service dates from previous years according to that year's agreement.*

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

a. **Occupational Therapy Prescriptions, Physical Therapy Prescriptions, and Speech Protocols:**

At CLIENT's request, MBT will process any necessary physician referral for prescription for any Occupational Therapy services and Physical Therapy services that the CLIENT provides to students. CLIENT will pay MBT \$100.00 for each referral processed, whether a prescription is written or not. Rate schedule may be updated to reflect adjustments to physician rates without affecting the other terms of this contract.

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 MBT, whether the physician approves the protocol or not. Rate schedule may be updated to reflect adjustments to physician rates without affecting the other terms of this contract.

**b. CRCS Completion Services:**

If CLIENT elects to have MBT provide CRCS completion services to CLIENT, CLIENT shall pay to MBT \$50.00 per practitioner included in the report, but not less than \$250.00 and not more than \$5,000.00 for the completion of each annual CRCS report.

If recalculation of CRCS is required, CLIENT shall pay to MBT \$25.00 per practitioner included in the recalculated report, but not less than \$125.00 and not more than \$2,500.00 for the completion of the recalculated CRCS report.

If MBT is not the sole biller for CLIENT and CLIENT elects to have MBT provide CRCS completion services to CLIENT, CLIENT shall pay to MBT \$75.00 per practitioner included in the report, but not less than \$500.00 and not more than \$10,000.00 for the completion of each annual CRCS report.

**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.

4. **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 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 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 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. **Limitation of Liability:** 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.

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.

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, 2024 ("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 also 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. 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.

9. **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 3 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.
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, Presiden  
P.O. Box 709  
Visalia, CA. 93279

CLIENT

Mountain View Whisman School District  
1400 Montecito Avenue  
Mountain View, CA 94043

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. **Software as a Service Agreement:** CLIENT represents and agrees it has carefully examined and understands the Master Subscription Agreement for OptiClaim Software as a Service attached hereto and incorporated herein. MBT and CLIENT agree to be bound by each and all of the terms and provisions of the Master Subscription Agreement for OptiClaim Software.
13. **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.
14. **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.
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, 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.

## MASTER SUBSCRIPTION AGREEMENT FOR OPTICLAIM SOFTWARE AS A SERVICE

### 1. Definitions

- a. "Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control of CLIENT.
- b. "Agreement" means this Master Subscription Agreement for OptiClaim Software as a Service.
- c. "Content" means the information, documents, software, products, and services made available to CLIENT.
- d. "CLIENT Data" means any data, information, or material provided by MBT to the Hosted Service.
- e. "Hosted Service" means MBT's online service accessed at a web site or IP address designated by MBT, which CLIENT is being granted access to under this Agreement.
- f. "Intellectual Property Rights" means 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, derivatives thereof as well as other forms of protection of a similar nature.
- g. "Master Contract" means the LEA Medi-Cal Direct Billing Program OptiServices Contract entered into between CLIENT and MBT.
- h. "MBT Technology" means all MBT proprietary technology made available to CLIENT in providing the Hosted Service.

### 2. License Grant & Restrictions. MBT hereby grants CLIENT a non-exclusive, non-transferable, worldwide right to use the Hosted Service, solely for its own internal business purposes, subject to the terms and conditions of this Agreement.

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.

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) 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.

### 3. CLIENT Responsibilities. CLIENT is responsible for all activity occurring under CLIENT user accounts and will abide by all applicable laws, treaties and regulations in connection with its use of the Hosted Service.

### 4. CLIENT Data. 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 the Master Contract 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.

### 5. Intellectual Property Ownership. MBT owns all right, title and interest, including all related Intellectual Property Right, in and to the MBT Technology, Content and the Hosted Service. This Agreement and the Master Contract are not a sale, and do not convey any rights of ownership in the Hosted Service.

### 6. Charges and Payment of Fees. CLIENT will pay all fees and charges in accordance with the terms of the Master Contract.

### 7. Duration and Termination. The term and duration of this Agreement shall commence on the same date as the Master Contract, shall continue through the same date as the Master Contract, and is subject to termination as set forth in the Master Contract. At the conclusion or termination of this Agreement, CLIENT will no longer have access to the Hosted Service and MBT Technology.

### 8. Termination for Cause. Any breach of CLIENT's payment obligations or unauthorized use of the Hosted Service will be deemed a material breach of this Agreement. MBT may terminate this 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 or the Master Contract, and such breach has not been cured within ten (10) days after notice of such breach.

### 9. Representations & Warranties. Each party represents and warrants that it has the legal power and authority to enter into this Agreement. MBT represents and warrants that (a) it will provide the Hosted Service in a manner consistent with general industry standards; (b) the Hosted Service will perform substantially in accordance with the provided documentation; (c) it will use best efforts to detect software viruses and other undesirable components and will promptly take all reasonable steps to remove or

neutralize any such components; and (d) it will use leading commercial encryption technology designed to encrypt CLIENT Data in its possession.

- 10. Mutual Indemnification.** 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.

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) 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.

- 11. Disclaimer.** THE REPRESENTATIONS AND WARRANTIES PROVIDED IN THIS AGREEMENT ARE MBT'S COMPLETE AND EXCLUSIVE REPRESENTATIONS AND WARRANTIES. MBT DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES AND GUARANTIES OF ANY KIND.
- 12. Limitation of Liability.** Any damage claims of CLIENT arising out of this Agreement, including claims based on negligence or breach of the terms and conditions of this Agreement, shall be limited as set forth in the Master Contract.

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 WHISMAN SCHOOL DISTRICT**

By \_\_\_\_\_  
Authorized Signature

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Printed name)

\_\_\_\_\_  
(Printed Title)

**MEDICAL BILLING TECHNOLOGIES, INC.**

By Reid Stephens  
Reid Stephens, President

Dated: 5/15/19



# Commercial Certificate of Liability Insurance



**FARMERS**

Agency Gary Campbell Insurance  
 Name 130 N. Akers St., Ste B  
 & Visalia, CA 93291  
 Address

Issue Date (MM/DD/YY) 05/15/19

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

St. 95 Dist. 18 Agent 391

Insured Medical Billing Technologies, Inc.  
 Name 525 W. Main St., Ste C-6 & 7  
 & Visalia, CA 93291  
 Address

**Companies Providing Coverage (NAIC #):**

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

**Coverages**

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

Co. Add'l. Lr. Insr'd.	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Policy Limits
A X	<b>General Liability</b> <input checked="" type="checkbox"/> Commercial General Liab. <input type="checkbox"/> Businessowners Liability  <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occurrence General Aggregate Limit Applies: <input type="checkbox"/> Per Location <input type="checkbox"/> Per Project	60218 64 54	7/6/18	7/6/19	Each Occurrence \$ 2,000,000 Damage To Rented Premises (Ea. Occur.) \$ 100,000 Medical Expenses (Any one person) \$ 5,000 Personal & Adv. Injury \$ 2,000,000 General Aggregate \$ 4,000,000 Prod./Comp. Ops. Aggr. \$ 2,000,000
A X	<b>Automobile Liability</b> <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos	60248 64 54	7/6/18	7/6/19	Combined Single Limit (Each accident) \$ 2,000,000 Bodily Injury (Per person) \$ Bodily Injury (Per accident) \$ Property Damage (Per accident) \$  <b>Garage Liability</b> <input type="checkbox"/> Any Auto Auto Only-Ea. Accident \$ Other Than Auto Only: Each Accident \$ Aggregate \$
A	<b>Umbrella Liability</b> Retention \$	60261 68 92	7/6/18	7/6/19	Limit \$ 8,000,000
A	<b>Workers' Compensation and Employers' Liability</b>	A1950 31 44	1/1/19	1/1/20	Statutory Each Accident \$ 1,000,000 Disease - Ea. Employee \$ 1,000,000 Disease - Policy Limit \$ 1,000,000

**Description of Operations/Vehicles/Restrictions/Special items:**

Mountain View Whisman School District listed as additional insured.

**Certificate Holder**

Name Mountain View Whisman School District  
 & 1400 Montecito Ave  
 Address Mountain View, Ca 94043

**Cancellation**

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

*[Handwritten Signature]*  
 \_\_\_\_\_  
 Authorized Representative

# Request for Taxpayer Identification Number and Certification

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

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Medical Billing Technologies, Inc.</b></p> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC      <input type="checkbox"/> C Corporation      <input checked="" type="checkbox"/> S Corporation      <input type="checkbox"/> Partnership      <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) <u>5</u></p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>Mailing: P.O. Box 709, Visalia CA 93279</b></p> <p><b>6</b> City, state, and ZIP code <b>Physical: 525 W. Main St., Visalia, CA 93291</b></p> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requester's name and address (optional) <b>Mountain View Whisman School District</b> <b>1400 Montecito Avenue</b> <b>Mountain View, CA 94043</b></p>

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
[ ] [ ] [ ]	-	[ ] [ ] [ ]	-	[ ] [ ] [ ] [ ] [ ] [ ]					
<b>or</b>									
<b>Employer identification number</b>									
7	5	-	2	9	7	1	8	6	5

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Melanie Casares</i>	Date ▶ <i>5/15/19</i>
------------------	---	-----------------------

**General Instructions**

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*