

**da Vinci Network Services
201 Robert S Kerr
Suite 210
Oklahoma City, OK 73102**

EPSDT Data Management Standard Contract

This Contract is made on _____ 20___, by and between _____ PUBLIC SCHOOLS of _____ COUNTY, OKLAHOMA, doing business as _____ Public Schools (**the District**), and da Vinci Motion Graphics, Inc. doing business as da Vinci Network Services (**da Vinci**).

RECITALS:

da Vinci provides a billing and data management service that will enable **the District** to maintain electronic and paper records of certain services provided to students and to submit claims for reimbursement from Medicaid for those services eligible for reimbursement.

The District desires to obtain the services of **da Vinci** to enable **the District** to maintain such records and to submit such claims for reimbursement. **da Vinci** desires to provide the necessary services.

THEREFORE, the parties agree as follows:

1. **da Vinci** will provide data management services to **the District** to assist **the District** in tracking services performed by its personnel and contractors. Services will include: (a) permanent, electronic storage and retrieval of appropriate student, therapist, and service information; (b) assist **the District** in tracking and obtaining the Medicaid eligibility of its students; (c) submission of claims to Oklahoma Medicaid from stored data as indicated; (d) reconciliation of the electronic Remittance Statement; (e) convenient resubmission of denied billing; and (f) reporting that summarizes the data entered, submitted, and reconciled.

2. HIPAA Compliance: The parties have entered into a Business Associate Agreement for purposes of complying with HIPAA. Said agreement is incorporated herein by reference. The parties agree that it is not feasible for **da Vinci** to return or destroy all of the Protected Information. As a result, **da Vinci** agrees to take the following steps to ensure the security of said Information after termination of this Agreement:

All Protected Information concerning the customer will be removed from all mutable media under **da Vinci's** control with the exception of backups.

Protected Information concerning the customer will remain in backups indefinitely. In the event that **da Vinci** extracts data from a backup that includes Protected Information, **da Vinci** will either avoid the extraction of Protected Information or it will remove the extracted Protected Information in a reasonably short period of time.

3. **The District** will provide **da Vinci** with the information necessary to enable **da Vinci** to file complete and accurate Oklahoma Medicaid claims on its behalf. In performing its services under this Contract, **da Vinci** will require access to confidential information maintained by **the**

District. da Vinci will maintain the confidentiality of this information and will comply with state and federal law and regulations addressing such information.

4. **The District** must arrange to receive electronic remittance results and grant **da Vinci** clerk permissions to upload and download on the Provider Services account during the term of this Contract.

5. **The District** is required to use **da Vinci's** service, <http://www.milanmedical.com>, as the sole method of data entry or manipulation for Medicaid billing. The OHCA website is to be used for information gathering and verification purposes only.

6. **da Vinci** will issue an invoice for its services to **the District**, based on a line item fee for each unit of each claim billed (See Attached Fee Schedule). **The District** will pay such invoices within thirty (30) days of receipt. Any credit issued by **da Vinci** will be against future services.

7. **The District** agrees to hold **da Vinci** harmless from billing errors or Oklahoma Medicaid claims against **the District** that result from inaccurate information provided to **da Vinci** by **the District**, its agents, officers, or employees. **da Vinci** will indemnify and hold **the District**, its agents, officers and employees harmless against any claim, demand or action (including defense costs) against **the District**, arising from or growing out of the negligence of **da Vinci** in the performance of services provided pursuant to this Contract.

8. The parties will not solicit for employment any employee of the other during the term of this Contract and for one (1) year thereafter.

9. This Contract commences on _____20__ and expires on June 30, 20__.

10. This Contract may be terminated by **da Vinci** with no less than thirty (30) days written notice. **The District** may cancel with written notice at any time. Upon receipt of written notice, **da Vinci** will make a final submission of all billable claims in the system. Upon termination of this contract, if requested in writing **da Vinci** will provide **the Customer** with a copy of all data pertinent to **the District** that is stored by **da Vinci** as part of the data management service within seven (7) days of receipt. The copy will be in a format of **da Vinci's** choice on a commonly available medium such as CDROM.

Agreed on behalf of **da Vinci** by _____, its duly authorized representative.

X _____ 20__

Agreed on behalf of **the District** by _____, (name)

its _____.

X _____ 20__