

Supplemental Claims Payment Information (SCPI) Services Agreement

Between

Conduent
820 Stillwater Road
Sacramento, CA 95605

And

Customer

Phone Number

Email Address

Address

City

State

Zip

To provide Medi-Cal Supplemental Claims Payment Information (SCPI) in accordance with the terms and conditions set forth below.

Scope of Service: The DHCS Fiscal Intermediary (FI) agrees to supply to the customer SCPI data for FI adjudicated and suspended Medi-Cal claims for providers who have authorized the customer to receive such information. The FI will:

- a) Provide such data in accordance with FI's then-current format described in the Supplemental Claims Payment Information User Manual (or similar documentation). The parties recognize that the FI data format may change from time to time as a result of state or FI requirements.
- b) Provide such data on the computer media specified on the Supplemental Claim Payment Information Enrollment form.
- c) Begin providing service at such time is mutually agreed upon by both parties, but no earlier than 10 business days after the effective date of this Agreement.
- d) Customer will pay a fee of \$125.00 for each re-creation of a SCPI file that is past the five-week availability on the Medi-Cal Transaction Services.

Customer Obligations: The Customer will:

- a) Prior to submission by the FI hereunder of SCPI data on any Medi-Cal provider, obtain from each such provider a completed *Supplemental Claims Payment Information Enrollment* form (provider release authorization) and forward, or have forwarded, the *Supplemental Claims Payment Information Enrollment* form (provider release authorization) to the FI. The FI will not furnish SCPI data for any provider unless and until a current *Supplemental Claims Payment Information Enrollment* form is on file at the FI.
- b) Complete and submit to the FI a *Supplemental Claims Payment Information Enrollment* form indicating that they would like to download their SCPI files from Medi-Cal Transaction Services. Services will not commence until after such information has been received by the FI.
- c) Not provide the data supplied under this agreement to any third-party except the applicable providers for whom the customer is providing billing collection and/or reconciliation services. The customer acknowledges that SCPI data is the confidential information of the state, the FI, and/or applicable providers. This provision shall survive the expiration of this agreement.
- d) Inspect and review all SCPI data provided by the FI and reject all unreadable data within 28 business days after receipt thereof. Failure to reject any such data shall constitute acceptance thereof.

Term: This agreement shall begin on the date (the “effective date”) this agreement is last signed by an authorized representative of each party and shall continue in effect for a period of one year unless otherwise terminated as provided herein. Upon expiration of the initial term, this agreement will automatically renew on a month-to-month basis. Notwithstanding the foregoing, either party may terminate this agreement upon 30 days written notice to the other party.

Fees: During the term of this Agreement, Customer shall pay the FI as follows:

- a) A one-time development and implementation fee of \$100.00 will be charged to new SCPI customers. A monthly operations charge of \$0.04 (four cents) for each Medi-Cal adjudicated claim line. The FI will give the customer a credit against the monthly charge set forth above in this paragraph 4a in the amount of \$0.02 (two cents) for each Medi-Cal adjudicated claim line submitted using computer media input criteria specified by the FI. Notwithstanding anything to the contrary however, the customer shall pay a minimum monthly operation charge of \$500.00.
- b) A one-time administrative fee of: \$15.00 to add, change or delete a provider number. Up to ten provider numbers may be added during enrollment at no charge.
- c) A late payment fee in the amount of \$10.00. If the late payment fee exceeds the interest rate allowed by law, such fee shall be reduced to the highest monthly amount allowed by applicable law.
- d) A return of check for insufficient funds fee in the amount of \$25.00.
- e) A recreation fee of \$125.00 per paragraph 1 (d) above.
- f) Any other charges set forth in this Agreement.
- g) After the expiration of the initial term, the FI may change the prices for the services provided herein upon thirty (30) days written notice to Customer.

Payment: Customer shall pay the FI for services invoiced hereunder within thirty (30) days following the date of the FI invoice. If Customers account is past due, SCPI Medi-Cal Transaction Services will be held until full payment is posted by the FI.

Taxes: Federal, State and local taxes are not included in the fees set forth above. The FI shall add to the charges set forth herein, and Customer shall pay, all taxes, however designated, which are levied on this Agreement, or the products or services, excluding taxes based upon the FI's income.

Warranty: FI agrees to furnish Customer with provider SCPI data then-currently recorded and available in the FI Medi-Cal production system. The FI makes no representations as to the accuracy such recorded and available data; and, except as otherwise provided in this paragraph (7), Conduent HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, and INCLUDING ANY WARRANTY of MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability: The FI shall not be liable to customer or any third party directly or through Customer for any claim of, or damage or injury suffered by the customer or third-party caused by the FI's delay in furnishing the data supplied hereunder.

Moreover, neither party shall be liable for any damage amounts representing indirect, consequential (such as loss of business or loss of profits), or punitive damages. Furthermore, in no event will the FI's liability to the customer for all events, acts or omissions hereunder exceed, in the aggregate during the term of this agreement, the monthly amount invoiced to the customer hereunder during the four months preceding the event(s) giving rise to such claim or loss. The FI shall not be liable to the customer for any actions or inactions under this contract, including erroneous data provided by the FI hereunder.

Miscellaneous Provision:

- a) Each party shall be excused from performance under this Agreement. For any period and to the extent that it is prevented from performing; in whole or in part, as a result of delays caused by the other party, the State, or an act of God, war, civil disturbance, court order, labor dispute, or other cause beyond its reasonable control.
- b) Whenever under this Agreement one party is required or permitted to give notice to the other. Such notice shall be deemed given when delivered in hand when mailed by United States Mail, registered or certified, return receipt requested, postage prepaid, and addressed to the parties as set forth above in the identification of the contracting parties.
- c) This Agreement including any Exhibits referred herein and attached hereto. Each of which is incorporated into this Agreement represents an entire Agreement between the parties with respect to the provision or Supplemental Claim Payment Information (SCPI). And there are no representations, understandings, or agreements relative to this Agreement that are not signed in writing by an authorized representative of the party against which such change, waiver or discharge is sought to be enforced.

ACCEPTED AND AGREED TO:

Customer

Conduent

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

Return Agreement To: Conduent
Attn: SCPI Operations
820 Stillwater Road
Sacramento, CA 95605