

MEDI-CAL ADMINISTRATIVE CLAIMING AGREEMENT

This Agreement is made and entered this 1st day of July 2009, by and between the Mt. Diablo Unified School District (hereinafter referred to as “local educational agency” or “LEA”) having an address at 1936 Carlotta Drive Concord, CA 94519, and the:

- Stanislaus County Superintendent of Schools,
- Contra Costa County Superintendent of Schools,
- Sutter County Superintendent of Schools,

(One box must be checked)

and the Northern California Medi-Cal Administrative Services Joint Powers Authority, having an address at 1100 H Street, Modesto, California 95354-2338.

The above-indicated County Superintendent of Schools (hereinafter referred to as the “Local Educational Consortium” or “LEC”) is a member of the Northern California Medi-Cal Administrative Services Joint Powers Authority (hereinafter referred to as “NMAAS-JPA”) which has been formed by the above-referenced County Superintendents of Schools in order to provide Medi-Cal Administrative Activities (“MAA”) Claiming services to LEAs who contract with the above-delineated LECs for said services as set forth herein.

1. COMMENCEMENT, DURATION AND TERMINATION OF SERVICES

This Agreement shall be effective for twelve (12) consecutive months commencing July 1, 2009, for preparing MAA claims for LEA on a quarterly basis. The quarters are the three-month periods of July through September, October through December, January through March, and April through June. The first claim shall be submitted for the July through September quarter, 2009.

This Agreement shall automatically renew for additional periods of twelve (12) months each unless one party has provided written notice of cancellation to the other party not less than ninety (90) days prior to the renewal date.

LEA may terminate this agreement, with or without cause, upon ninety (90) days written notice to LEC and NMAAS-JPA, provided that LEA agrees to pay LEC and NMAAS-JPA all fees for services provided by either LEC or NMAAS-JPA through the effective date of termination.

2. FEE SCHEDULE

A. LEA shall pay the LEC quarterly according to the following fee structure:

(1) LEA shall pay to LEC, at least quarterly, an Administrative Fee equivalent to 3% of MAA quarterly paid invoices paid by the Department of Health Care Services (DHCS) to the LEA. This Administrative Fee includes the DHCS Participation Fee.

(2) LEA shall pay the LEC either a quarterly Level I fee or Level II fee as delineated herein and Exhibit A attached hereto:

Level I: The LEA shall pay to LEC for the NMAS-JPA a fee of 7% of MAA quarterly paid invoices paid by the Department of Health Services to the LEA, not to exceed the actual costs of the NMAS-JPA services provided; or,

Level II fees of 5% of MAA quarterly paid invoices paid by the Department of Health Care Services to the LEA, not to exceed the actual costs of the NMAS-JPA services provided, or

Level III no fee by JPA as outside vendor is used.

(One box must be checked above)

LEA's may elect to move from one Level to the other Level of services by providing the LEC and NMAS-JPA with ninety (90) days written notice of said election.

Should the total fees collected by the NMAS-JPA from all LEAs exceed the total costs incurred by the NMAS-JPA to provide the agreed-upon services, those fees in excess of the costs will be refunded to each LEA based on each LEA's pro-rata share of MAA recovered funds as compared to MAA recovered funds for all LEA's receiving services provided by NMAS-JPA at the termination of the NMAS-JPA.

Obligations incurred as a result of this Agreement from services provided by the NMAS-JPA to the LEA remain the responsibility of the LEA whether or not MAA funds are recovered by the LEA due to no fault of the NMAS-JPA or the LEA. LEA will be invoiced for fees when MAA funds are recovered.

As a result of this fee arrangement, the LEA will be entitled to recover fifty percent (50%) of any fees charged by the NMAS-JPA as MAA reimbursable costs. Any deviation from this fee arrangement may render these costs as not recoverable through MAA reimbursement to the LEA.

LEC shall not claim reimbursement for any NMAS-JPA fees that have been claimed by LEAs through fees paid for service.

In the event LEA must repay Medi-Cal for all or part of any claim payment, NMAS-JPA will reimburse LEA for that portion of its fee related to the Medi-Cal repayment.

NMAS-JPA will pay LEA within thirty (30) days of notification by LEA.

3. OWNERSHIP OF PROGRAMS AND CONFIDENTIALITY OF REPORTS

All computer hardware supplied by NMAS-JPA, operating system software, application software, programs, documentation, specifications, tapes, instruction manuals and similar material utilized and/or developed solely by NMAS-JPA in connection with its systems and all patents, trade secrets, copyrights, trademarks, and other intellectual property rights are, as between NMAS-JPA and LEA, the sole and exclusive property of NMAS-JPA. LEA agrees to make no unauthorized use of these materials and systems and to preserve these materials and maintain the confidentiality of any and all of these materials in its possession. All such material developed jointly with NMAS-JPA and LEA shall remain the property of LEA.

4. CONFIDENTIALITY OF DATA

The parties agree that, because of the sensitive nature of data and in view of the proprietary nature of medical information, it is essential that all information, data and materials, whether transmitted in hard copy or in electronic media form, be maintained in each party's confidence. Each party agrees for itself, its employees, agents and independent contractors, that all information and/or data and/or materials received from the other party shall be held in confidence to the extent held by law and each party agrees not to reproduce, disclose, or relinquish any data, information or materials to any party other than an authorized representative of the other party except as required by law.

The parties agree that, because of the unique nature of the data and/or information and/or materials to be transmitted that money damages for breach of the foregoing provision shall be wholly inadequate to fully compensate the aggrieved party and therefore the aggrieved party shall be entitled to full temporary and/or permanent injunctive relief against any breach or threat of breach of the foregoing provisions.

5. INPUT DATA

Accurate, complete, and correct data necessary for NMAS-JPA to perform its services hereunder shall be the sole responsibility of LEA. NMAS-JPA shall not be responsible for any delays or failure to prepare a claim because of incomplete, inaccurate, or incorrect data provided by LEA.

NMAS-JPA shall be responsible for the input of all information given to NMAS-JPA by LEA in a reasonably accurate, complete and correct form provided same is provided to NMAS-JPA by LEA. Any errors, mistakes or liability in connection with the failure of NMAS-JPA to input such data, provided such data has been accurately, completely and correctly transmitted to NMAS-JPA, shall be the sole responsibility of NMAS-JPA and shall be corrected by NMAS-JPA.

6. LIMITATION OF LIABILITY ARISING FROM DEFAULT IN SERVICES

NMAS-JPA and LEC shall not be liable or deemed to be in default for any delays or failure in performance or non-performance or interruption of service under this agreement resulting

from any cause beyond the reasonable control of NMAJ-JPA or LEC. NMAJ-JPA's or LEC's liability, under this agreement, is limited to the amount paid by LEA for the services under this agreement. NMAJ-JPA or LEC shall not be liable for any indirect, consequential, or incidental damages arising out of this agreement.

7. WORKERS' COMPENSATION

For the purpose of workers' compensation coverage, NMAJ-JPA shall be the employer and shall bear the responsibility of providing workers' compensation insurance or coverage for any person providing services covered by this Agreement.

8. HOLD HARMLESS AND MUTUAL INDEMNIFICATION

NMAJ-JPA, LEC and LEA shall each defend, indemnify, and hold the other parties and their officials, officers, employees, consultants, subcontractors, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, to the extent arising out or incident to any negligent acts, omissions, or willful misconduct of the indemnifying party or its officials, officers, employees, consultants, subcontractors, volunteers, and agents arising out of or in connection with the performance of this Agreement, including without limitation, the payment of consequential damages and attorneys fees and other related costs and expenses.

9. OPERATING PROCEDURES

NMAJ-JPA shall be responsible for the processing of all those claims for services rendered by LEA and its employees or agents, which have been turned over to NMAJ-JPA for processing.

A. Services Provided: LEAs choosing to utilize NMAJ-JPA services as delineated herein, shall contract with their respective LEC. The NMAJ-JPA shall:

- (1) Coordinate, schedule and provide necessary training to representatives of each LEA and LEC.
- (2) Gather and review all MAA time surveys, reviewing survey forms to ensure that they are completed and correct and assist participating local educational consortiums or local educational agencies in obtaining corrections.
- (3) Process time survey results for invoicing.
- (4) Draft grid for operational plan and give direction to local educational agencies for gathering necessary audit materials for each claiming unit for each quarter.
- (5) Upon request, prepare invoices for submittal to the Department of Health Services for each participating local educational agency and local educational consortium.
- (6) Provide the "tape match percentage" from data submitted by local educational agencies.
- (7) Assist LECs and LEAs to prepare for Center for Medicaid / Medicare Services and Department of Health Services site reviews and audits.

B. LEA shall:

- (1) Provide NMAS-JPA, on a timely basis, all forms, documentation, and fiscal data in a manner prescribed by NMAS-JPA and as required for the successful preparation and submission of claims.
- (2) Arrange for LEA staff to attend mandatory training sessions related to time study forms and oversee the completion of time study forms by staff.
- (3) Provide a contact person who shall serve as coordinator for all LEA activities.
- (4) Notify NMAS-JPA of any errors and/or omissions in information sent to NMAS-JPA so that NMAS-JPA may process a claim adjustment for submission to Medi-Cal.

10. GENERAL

- A. ENTIRE AGREEMENT - This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith.
- B. SUCCESSORS - This Agreement shall be binding upon and inure to the benefit of the successors, assigns and legal representatives of the respective parties hereto. Each party agrees that there are no third party beneficiaries to this Agreement except to the extent provided herein. Neither party may assign this Agreement in whole or in part, without the prior written consent of the non-assigning party except in connection with the sale of all or substantially all of its assets or outstanding capital stock.
- C. SEVERABILITY - In the event that any term or provision of this Agreement is held to be illegal, invalid or unenforceable under the laws, regulations or ordinances of the federal, state or local government, such term or provision shall be deemed severed from this Agreement and the remaining terms and provisions shall remain unaffected thereby.
- D. NOTICES - Any notice sent pursuant to this Agreement shall be sent by certified mail to the parties at their respective addresses.
- E. STATE LAW - This Agreement shall be governed by and construed in accordance with the laws of California.
- F. ANTI-FRAUD AND ABUSE - Notwithstanding anything to the contrary herein, this Agreement shall be subject to all applicable federal, state and local laws, regulations and directives concerning the Medicare/Medicaid and other medical reimbursement fraud and abuse limitations. To the extent anything contained herein purportedly or actually violates or is challenged as violating any of the above laws, statutes, regulations or interpretations, then the provision in question or this entire Agreement, if necessary, shall be automatically void and of no effect whatsoever.
- G. DESCRIPTIVE HEADINGS - The descriptive headings in this Agreement are for

convenience and reference only and in no way affect or alter the intent or effect of this Agreement.

11. WARRANTY LIMITATION

NMAS-JPA makes no representation or warranties expressed or implied, including, but not limited to, the warranties of merchantability and fitness for a particular purpose, arising by operation of law or otherwise, except as expressly stated herein.

12. LEA GOVERNING BOARD AUTHORIZATION

LEA affirms that this Agreement has been approved by the Governing Board of the LEA at its meeting of _____ and that the individual signing on behalf of the LEA below is authorized by the Governing Board to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year below written.

LEA:	_____	LEC:	CONTRA COSTA COUNTY OFFICE OF EDUCATION
By:	_____	By:	_____
Name:	_____	Name:	Bill Clark
Title:	_____	Title:	Assoc. Supt., Contra Costa COE
Date:	_____	Date:	_____

NMAS-JPA

By _____

Name: **Susan Hamblin**

Title: **Director, NMAS-JPA**

Date: _____