

**WILLOWS UNIFIED SCHOOL DISTRICT**  
**Office of the Superintendent**

Date: 6/17/10

**Request For Placement on Board Agenda:**

**AGENDA TOPIC: Approval of Medi-Cal Administrative Claiming Agreement with the Glenn County Superintendent of Schools July 1, 2010 through June 30, 2013**

**PRESENTER: Betty Skala, Director of Business Services**

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**Background Information:**

The Medi-Cal Administrative Activities (MAA) program is a federally funded program administered by the Department of Health Service (DHS). The program allows schools to be reimbursed for some of their administrative costs associated with school-based health and outreach activities that are not claimable under the LEA Medi-Cal Billing Option or under other Medi-Cal "fee for service" programs.

In general, the school based health and outreach activities funded under MAA consists of referring students/families for Medi-Cal eligibility determinations, providing health care information and referral, coordinating and monitoring health services, and coordinating services between agencies.

Individual claims for each service rendered to or on behalf of a student and the service documentation are not specifically required under the MAA program. However, it is necessary to determine that amount of time school staff spend performing MAA activities. Time spent by school staff on MAA is identified using a time survey. The results of time studies are then used in a series of calculations to determine the percentage of school costs that can be claimed under MAA. MAA reimbursement to school claiming units is made from federal Medicaid funds.

Fees for this contract are 3% of MAA quarterly paid invoices paid by the DHS to WUSD, not to exceed the actual costs of the LEC services provided. WUSD will incur a cost only if and when payment is received from the federal government. The contract will automatically renew each year and is cancelable with a ninety days notice before the renewal date, July 1<sup>st</sup> by either party.

**Recommendations:**

The administration recommends the Board approve the contract with Glenn County Superintendent of Schools, serving as the Local Educational Consortium (LEC), to provide MAA services to Willows Unified School District.

**MEDI-CAL ADMINISTRATIVE ACTIVITIES CLAIMING AGREEMENT**

**Glenn County Office of Education**

**311 S. Villa Ave.**

**Willows, CA 95988**

This Medi-Cal Administrative Activities Claiming Agreement (“**Agreement**”), dated July 1, 2010 (“**Effective Date**”), is entered into by and between **Willows Unified School District** (hereinafter referred to as “local educational agency” or “**LEA**”), having an address at 823 West Laurel St., Willows, CA 95988, and **GLENN COUNTY OFFICE OF EDUCATION** (hereinafter referred to as “local educational consortium” or “**LEC**”).

**RECITALS**

- A. LEC has entered into that certain Agreement (Contract # 10-87002) with the California Department of Health Care Services (“**DHCS**”) for Administrative Services Related to Medi-Cal Administrative Activities, dated July 1, 2010, and effective through June 30, 2013.
- B. Pursuant to the DHCS Contract, LEC has agreed to act as the administrative agency for matters on behalf of the local educational agencies claiming reimbursement of federal monies for Medi-Cal Administrative Activities (“**MAA**”) services in accordance with Section 14132.47 of the California Welfare & Institutions Code (“**WI Code**”).
- C. LEC and LEA desire to enter into an agreement memorializing the respective obligations of the parties in connection with the submission of the Medi-Cal invoices to the DHCS for reimbursement from the Federal government (“**MAA Claim**”).

NOW, THEREFORE, in consideration of the foregoing Recitals, and the terms and conditions contained herein, the parties hereby agree as follows:

## OPERATIVE PROVISIONS

### 1. SCOPE OF WORK

A. Services Provided by LEC. LEC agrees to provide the following services to LEA:

- (1) Review Medi-Cal program guidelines to insure LEA's ability to participate in and receive reimbursement for MAA Claims.
- (2) Conduct one (1) training session per year for LEA staff regarding completion of time survey forms ("**Time Survey Training**").
- (3) Gather and review all Time Surveys to insure accuracy and completion in compliance with program requirements.
- (4) Conduct one (1) training session per year for LEA staff regarding the completion of MAA Claims ("**MAA Claims Training**").
- (5) Draft grid for operational plan.
- (6) Review Medi-Cal program operational plan to insure LEA compliance with program requirements.
- (7) Review MAA Claims prepared by LEA and submit the MAA Claims to DHCS for reimbursement.
- (8) Prepare and deliver the initial audit file to LEA by the end of the first quarter.
- (9) In the event of any inconsistencies in the Time Surveys or MAA Claims, LEC will assist LEA in reconciling such documentation prior to submission of the MAA Claim to DHCS.
- (10) Deliver to LEA the Medi-Cal percentage ("**Tape Match**") prepared from data submitted by LEA by no later than December 31st, and July 31st of the then current school year in which the Tape Match was prepared.
- (11) Upon receipt of the reimbursement for MAA Claims from DHCS, deliver the reimbursement payment to LEA, less the assessment due LEC set forth in Section 3 below.

B. Actions to be Taken by LEA. LEA agrees to perform the following activities:

- (1) Identify and deliver to LEC the names of LEA participants and activities for which LEA will seek reimbursement through MAA Claims at least one week prior to the Time Survey Training.

- (2) Appoint a contact person to coordinate all LEA's MAA Claims activities with LEC.
- (3) Arrange for staff to attend Time Survey Training and oversee the timely completion of Time Surveys by staff.
- (4) Process Time Survey results for inclusion in MAA Claims prior to the Submittal Date for the MAA Claim.
- (5) Deliver to LEC the student eligibility criteria for the Medi-Cal reimbursement no later than January 31st and June 15th of the then current school year, to enable LEC to prepare the Tape Match.
- (6) Arrange for staff to attend MAA Claims Training and oversee the timely completion of MAA Claims
- (7) Coordinate with LEC to review, maintain, and update audit files in compliance with program requirements and applicable law.
- (8) Prepare and deliver to LEC no more than one (1) MAA Claim in any quarter for reimbursement by DHCS no later than the Submittal Date identified in Section 2 Schedule.
- (9) In the event of any inconsistencies in the Time Surveys or MAA Claims, LEA shall assist LEC in reconciling such documentation, as needed.
- (10) Maintain records in support of program requirements and operational plan.

## 2. TERM; SCHEDULE; RENEWAL

- A. Term. The term of this Agreement shall commence upon the Effective Date, July 1, 2010 and expire on June 30, 2013 ("**Term**"). In no event shall the Term exceed the term of the DHCS Contract.
- B. Renewal. This Agreement shall automatically renew for additional periods, subject to the renewal of the DHCS Contract, unless either party provides written notice of cancellation to the other party not less than thirty (30) days prior to the expiration of the then-current Term
- C. Delivery of Time Surveys. During the Term, LEA shall deliver to LEC at least one week prior to the next time survey period; as such date is determined by DHCS, the completed Time Surveys for the prior quarter ("**Time Survey Submittal Date**").

- D. Delivery of MAA Claim. During the Term, (i) LEA shall deliver to LEC, on or before the date set forth in the third column below (“**MAA Claim Submittal Date**”), LEA’s MAA Claim for the preceding quarter and (ii) LEC shall deliver to DHCS for reimbursement, on a quarterly basis, LEA’s MAA Claim for the preceding quarter, in accordance with the following schedule:

QUARTER	DATES	DATE CLAIM MUST BE SUBMITTED TO LEC	DATE CLAIM MUST BE SUBMITTED TO DHCS
1 <sup>st</sup>	July 1 through September 30	November 15 <sup>th</sup> of the following year	December 31 <sup>st</sup> (15 months after end of quarter)
2 <sup>nd</sup>	October 1 through December 31	February 15 <sup>th</sup> of the following year	March 31 <sup>st</sup> (15 months after end of quarter)
3 <sup>rd</sup>	January 1 through March 31	May 15 <sup>th</sup> of the following year	June 30 <sup>th</sup> (15 months after end of quarter)
4 <sup>th</sup>	April 1 through June 30	August 15 <sup>th</sup> of the following year	September 30 <sup>th</sup> (15 months after end of quarter)

LEA acknowledges and agrees that failure of LEA to deliver any or all of its quarterly MAA Claims to LEC by the date set forth in the schedule above, may result in the LEA not receiving reimbursement from the DHCS for the MAA Claim(s) not timely submitted. LEA shall hold LEC harmless in the event LEA fails to timely deliver any or all of LEA’s MAA Claims to LEC.

### 3. ASSESSMENT

- A. LEA shall pay to LEC, on a quarterly basis, the following amounts, which amounts shall be deducted by LEC from the reimbursement amount paid by DHCS to LEA:

- (1) a DHCS Participation Fee equal to one percent (1%) of the amount reimbursed by DHCS pursuant to each MAA Claim approved by DHCS; and
- (2) an Administrative Fee equal to two percent (2%) of the amount reimbursed by DHCS pursuant to each MAA Claim approved by DHCS.

#### **4. CONFIDENTIALITY OF DATA**

The parties agree to comply with all applicable state and federal laws and regulations pertaining to the confidentiality of pupil and medical records (including, but not limited to, the Health Insurance Portability and Accountability Act (HIPPA), and the Family Educational Rights and Privacy Act (FERPA)).

#### **5. DELIVERY OF DATA TO LEC**

LEA agrees that no later than the Time Survey Submittal Date or the MAA Claim Submittal Date identified in Section 2 above, LEA shall deliver to LEC the Time Surveys and MAA Claims containing, to the best knowledge of LEA, accurate and complete data. LEA shall hold LEC harmless from any delays in processing of failure of the LEA to obtain a reimbursement from DHCS resulting from (i) LEA's failure to deliver the Time Surveys or MAA Claims to LEC by the respective Submittal Date, or (ii) LEA's submission of inaccurate or incomplete data to LEC.

#### **6. LIMITATION OF LIABILITY**

LEA shall hold LEC harmless and LEC shall not be in default based on any delays or failure in performance or non-performance under this Agreement resulting from LEA's failure to timely provide accurate and complete information in compliance with program requirements on or before the appropriate Submittal Date, or for any other cause beyond the reasonable control of LEC. In the event LEC fails to timely deliver an MAA Claim to DHCS, and LEA's MAA Claim is denied reimbursement on that basis, then LEC's liability to LEA shall be limited to the total amount of compensation that LEC would have received for the submission of that quarter's MAA Claim, pursuant to Section 2 of this Agreement. LEC shall not be liable for any indirect, consequential, or incidental damages arising out of DHCS's failure to approve a MAA Claim.

#### **7. HOLD HARMLESS AND MUTUAL INDEMNIFICATION**

LEC and LEA shall each defend, indemnify, and hold the other party, its 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 of 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.

**8. NOTICES**

All notices, authorizations, and requests made in connection with this Agreement shall be deemed given (i) five (5) days after being deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (ii) one (1) day after being sent by overnight courier, charges prepaid; and addressed as set forth below or to such other address as either party may designate upon thirty (30) days' written notice to the other party.

**LEC:** Glenn County Office of Education  
311 S. Villa Ave.  
Willows, CA 95988  
Telephone: 530-934-6575 ext. 3125

**LEA:** Name: Willows Unified School District  
Address: 823 W. Laurel Street  
Willows, CA 95988  
Attn: Betty Skala  
Telephone: 934-6600

**9. MISCELLANEOUS**

- 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 and Assigns. This Agreement shall be binding upon and insure 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.
- C. Assignment. LEC may, upon thirty (30) days' prior written notice to LEA, assign this Agreement to any successor agency to the DHCS Contract. LEA may not assign, transfer, or convey this Agreement, in whole or in part, without the prior written consent of LEC, except in the event of a change in ownership of LEA.

- D. 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 (including Medicare/Medicaid regulations), such term or provision shall be deemed severed from this Agreement and the remaining terms and provisions shall remain in full force and effect.
- E. Governing Law and Venue. This Agreement shall be governed by the laws of the State of California and venue shall be in the County of Sacramento.
- F. 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.
- G. Modifications. This Agreement may be amended or modified only by an agreement in writing signed by the both parties' duly authorized representatives.

**10. 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 this Agreement as of the dates set forth below.

**LEC:**

**LEA:**

**GLENN COUNTY OFFICE OF EDUCATION**

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Arturo Barrera

Name: \_\_\_\_\_

Title: Superintendent of Schools

Title \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_