

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, 2013 ("**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 # 13-90036) with the California Department of Health Care Services ("**DHCS**") for Administrative Services Related to Medi-Cal Administrative Activities, dated July 1, 2013, and effective through June 30, 2016.
- 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 time methodology (worker log or RMTS). In the event of a change to the MAA time survey methodology to the Random Moment Time Study (RMTS) methodology, provide all necessary programs, processes, and training for participation.
 - (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 MAA Claims, LEC will assist LEA in reconciling such documentation prior to submission of the MAA Claim to DHCS. It is the responsibility of the LEA to submit accurate information. If the LEC has a reasonable basis for believing that the LEA did not comply with the rules and regulations concerning reimbursable time or provided financial information that is inaccurate or incomplete, the LEC shall have the right to 1) Delay processing invoices until accurate information is provided by the LEA, 2) Exclude erroneous or incomplete information when preparing the LEA's invoices, or 3) if circumstances warrant, decline to submit invoices for any quarters that would be affected by such incomplete or inaccurate information. If it comes to the LEC's attention that any errors were committed by the LEA after an invoice has been submitted to

DHCS, the LEC will submit the revised invoice to correct such errors.

- (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, their job title and job description, and work days for which LEA will seek reimbursement through MAA Claims by the deadline set by the LEC.
- (2) Appoint a contact person to coordinate all LEA’s MAA Claims activities with LEC.
- (3) Arrange for staff to attend training and oversee the timely completion of participation by staff.
- (4) 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.
- (5) Arrange for staff to attend MAA Claims Training and oversee the timely completion of MAA Claims
- (6) 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.
- (7) In the event of any inconsistencies in the MAA Claims, LEA shall assist LEC in reconciling such documentation as needed.
- (8) Maintain records in support of program requirements and operational plan.
- (9) Whenever the LEC returns an invoice to a LEA with instructions to correct errors and/or omissions a second time, or if an LEA does not respond, in writing, to a LEC’s request for a corrected invoice within 60 days, the LEC reserves the right to charge up to an additional five-percent (5%) of the amount billed.

- (9) Coordinate with LEC to review, maintain, and update audit files in compliance with program requirements and applicable law.

2. TERM; SCHEDULE; RENEWAL

- A. Term. The term of this Agreement shall commence upon the Effective Date, July 1, 2013 and expire on June 30, 2016 (“**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 st	July 1 through September 30	November 15 th of the following year	December 31 st (15 months after end of quarter)
2 nd	October 1 through December 31	February 15 th of the following year	March 31 st (15 months after end of quarter)
3 rd	January 1 through March 31	May 15 th of the following year	June 30 th (15 months after end of quarter)

4 th	April 1 through June 30	August 15 th of the following year	September 30 th (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.

B. Budget Detail and Payment Provisions

Program Name and Number for Federal Claiming

- 1. Title 31 – Money and Finance, Subtitle V – General Assistance Administration, Chapter 75 – Requirements for Single Audits, section 7502 requires each pass-through entity provide the sub-recipient program names and any identifying numbers from which such assistance is derived. The Catalog of Federal Domestic Assistance (CFDA) number for this federal program is 93.778, Medical Assistance Program (Medi-Cal).
- 2. The definitions in Section 12, Item A. shall be included in all of Contractor's contracts with sub-recipients and vendors.

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 MAA Claim Submittal Date identified in Section 2 above, LEA shall deliver to LEC the MAA Claims containing, to the best knowledge of LEA, accurate and complete data. LEA shall hold LEC harmless from any delays in processing leading to the LEA not receiving a reimbursement from DHCS resulting from (i) LEA's failure to deliver the 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 a 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 LEA 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 West Laurel St.
Willows, CA 95988
Attn: Nekki Bateman
Telephone: 530-228-8565

9. Additional Provisions

Definitions

A. The following definitions are applicable to this Contract:

- 1) "CFDA number" means the number assigned to a federal program in the Catalog of Federal Domestic Assistance (CFDA).
- 2) "Federal award" means federal financial assistance and federal cost-reimbursement contracts that non-federal entities receive directly from federal awarding agencies or indirectly from pass-through entities. It does not include procurement contracts, under grants or contracts, used to buy goods or services from vendors.
- 3) "Federal awarding agency" means the federal agency that provides an award directly to the recipient.
- 4) "Federal program" means all federal awards to a non-federal entity assigned a single number in the CFDA.

- 5) "Pass-through entity" means a non-federal entity that provides a federal award to a sub-recipient to carry out a federal program.
- 6) "Recipient" means a non-federal entity that expends federal awards received directly from a federal awarding agency to carry out a federal program.
- 7) "Sub-recipient" means a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A sub-recipient may also be a recipient of other federal awards directly from a federal awarding agency. Guidance on distinguishing between a sub-recipient and a vendor is provided in OMGB Circular A-133.
- 8) A. "Vendor" means a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a federal program. These goods or services may be for an organization's own use or for the use of beneficiaries of the federal program. Additional guidance on distinguishing between a sub-recipient and a vendor is provided in OMB Circular A-133.

B. The definitions in Section 8, Item 8A. shall be included in all of Contractor's contracts with sub-recipients and vendors.

10. 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 both parties' duly authorized representatives.

11. 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:

GLENN COUNTY OFFICE OF EDUCATION

By: _____

Name: Tracey Quarne

Title: Superintendent of Schools

Date: _____

LEA:

Willows Unified School District

By: MORT GEIVETT Ed.D. 

Name: MORT GEIVETT

Title: SUPERINTENDENT

Date: 12/20/13