MEDI-CAL ADMINISTRATIVE CLAIMING AGREEMENT

This Agreement is made and entered this 1st day of July 200		9, by and between the	
	(hereinafter refer	red to as "local educational agency" or	
"LE	A") having an address at	, and the:	
	Stanislaus County Superintendent of Schools,		
V	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 "NMAS-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 NMAS-JPA, provided that LEA agrees to pay LEC and NMAS-JPA all fees for services provided by either LEC or NMAS-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 NMAS-JPA or LEC. NMAS-JPA's or LEC's liability, under this agreement, is limited to the amount paid by LEA for the services under this agreement. NMAS-JPA or LEC shall not be liable for any indirect, consequential, or incidental damages arising out of this agreement.

WORKERS' COMPENSATION

For the purpose of workers' compensation coverage, NMAS-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

NMAS-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.

OPERATING PROCEDURES

NMAS-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 NMAS-JPA for processing.

- A. <u>Services Provided:</u> LEAs choosing to utilize NMAS-JPA services as delineated herein, shall contract with their respective LEC. The NMAS-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.

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 AUT	ΓHORIZATION			
	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 par below written.	ties hereto have	set their hands and seals the day and year		
LEA:		LEC:	CONTRA COSTA COUNTY OFFICE OF EDUCATION		
By:		By:			
Name		Name:			
Title:		Title:			
Date:		Date:			
	NMAS-JPA				
Ву					
Name	: Susan Hamblin	·			
Title:	NMAS-JPA Director				
Date:					



Medi-Cal Administrative Activities (MAA) Program Service Contract

This agreement is made this first day of July, 2009, between MEDICAL BILLING TECHNOLOGIES, INC., hereinafter called "MBT" and CHABOT COLLEGE, hereinafter called "CLIENT".

- This Agreement states the terms and conditions under which MBT will
 provide technical assistance and consultant services on behalf of CLIENT
 under the Medi-Cal Administrative Activities (MAA) Program.
- 2. MBT shall provide the following services to CLIENT:
 - a. Work with an appointed MAA Coordinator, as designated by CLIENT.
 - b. Write all operational plans and submit to the Contra Costa County Office of Education (Region 4 LEC).
 - c. Determine Medi-Cal eligibility percentage from CLIENT enrollment data.
 - d. Conduct all MAA time survey trainings throughout the district.
 - e. Provide quality control services for all completed district time surveys.
 - f. Create and provide customized request for information to CLIENT'S business department to collect all necessary financial data.
 - g. Complete CLIENT'S quarterly MAA reimbursement invoices and submit to the LEC.
 - h. Assist CLIENT in establishing the MAA audit file.
 - i. Meet annually with CLIENT administration to present summary information regarding district MAA program.
- 3. CLIENT shall do and perform each of the following:
 - a. Designate a MAA coordinator.
 - b. Arrange for times and locations to hold necessary time survey trainings, notify participants of these trainings and assure their attendance.
 - c. Promote, remind, and encourage effective participation in the MAA program.
 - d. Collect, review, and forward in compliance with MBT established deadlines, all participants' quarterly time surveys.
 - e. Provide all necessary quarterly financial information as well as student enrollment data in compliance with deadlines.
 - f. Maintain the MAA audit file.
- 4. All parties shall perform their work in compliance with state and federal rules and regulations pertinent to notices of privacy practices for CLIENT'S students.

5. All statistical, financial and other data relating to the MAA program and the identity of Medi-Cal eligible students shall be held in strict confidence by the parties hereto. The foregoing obligation does not apply to any data that has become publicly available or that is not required to be kept confidential.

MBT is compliant with all HIPAA regulations and standards and all MBT staff is trained in HIPAA regulations and required to sign a statement of confidentiality concerning student information.

6. MBT will use due care in processing the work of the CLIENT. MBT will be responsible only to the extent of correcting any errors which are due to the machines, operators or programmers of MBT; any such errors shall be corrected at no additional charge to CLIENT. The liability of MBT with respect to this agreement shall in any event be limited to the compensation for services provided under this Agreement and shall not include any other damage, including, but not limited to consequential damages or liability.

7. MBT Compensation:

1-7 Employees Trained to Time Survey	Lump sum of \$750 per quarter, billed in quarterly installments, not to exceed \$3,000 per year.
8 and above Employees Qualified to Time Survey	\$100 per qualified participant, per quarter, based on employees qualified to participate in the MAA Time Survey process during claiming year.
Default	MBT will diligently provide all services due to CLIENT. If CLIENT does not follow through and complete the MAA process, CLIENT agrees to pay MBT a minimum fee per year of \$3,000.

 a. Payment: CLIENT agrees to issue a warrant for monies due to MBT within 30 calendar days of receipt of a quarterly invoice from MBT.

CLIENT will incur a late fee of one and one-half (1.5) percent per month on amounts unpaid for more than sixty (60) days past date of invoice.

b. Overpayment of Fees: If MBT miscalculates in preparing an invoice and MBT has already been paid its share of the administrative fee on that invoice amount, then the CLIENT may recoup the amount of any overpayment of administrative fees to MBT by offsetting the amount of administrative fees payable to MBT for subsequent invoices or by directly billing MBT for the

overpayment. No offsetting will occur if the miscalculation was due solely to errors committed by the CLIENT in providing financial information to MBT or if DHCS changes regulations after the submission of an invoice.

- 8. CLIENT, upon request, will provide MBT a copy of all documents and checks received by CLIENT evidencing all sums received by CLIENT as a result of the services of MBT. CLIENT shall make all such records available to MBT at reasonable times during normal business hours. MBT shall have the right to audit the records of CLIENT pertaining to the MAA program.
- 9. This Agreement shall be effective from date of execution, through June 30, 2010, and said Agreement shall automatically renew for additional periods of 12 months each unless one party has provided written notice of cancellation or change in contract terms to the other party not less than 90 working days prior to the renewal date. This Agreement may be terminated at any time upon mutual agreement of the parties.

If federal funding of the Medi-Cal Administrative Activities (MAA) program is discontinued, CLIENT is released from continued participation past the effective date of funding termination. Payment will be due for all services provided by MBT up to the effective date of termination of funding or the date of notification, whichever is later.

- 10. The parties hereto agree to execute such other and further documents as may be necessary or required by the Department of Health Care Services to authorize MBT to perform MAA services on behalf of CLIENT.
- 11. If any action is initiated to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees in addition to any other relief to which that party may be entitled.

CHABOT COLLEGE

By	Dated:				
Authorized Signature					
(Printed name)					
MEDICAL BILLING TECHNOLOGIES, INC.					
Ву	Dated:				
Roberta Stephens, CEO					



Medi-Cal Administrative Activities (MAA) Program Service Contract

This agreement is made this first day of July, 2009, between MEDICAL BILLING TECHNOLOGIES, INC., hereinafter called "MBT" and LAS POSITAS COLLEGE, hereinafter called "CLIENT".

- 1. This Agreement states the terms and conditions under which MBT will provide technical assistance and consultant services on behalf of CLIENT under the Medi-Cal Administrative Activities (MAA) Program.
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 - d. Collect, review, and forward in compliance with MBT established deadlines, all participants' quarterly time surveys.
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- 8. CLIENT, upon request, will provide MBT a copy of all documents and checks received by CLIENT evidencing all sums received by CLIENT as a result of the services of MBT. CLIENT shall make all such records available to MBT at reasonable times during normal business hours. MBT shall have the right to audit the records of CLIENT pertaining to the MAA program.
- 9. This Agreement shall be effective from date of execution, through June 30, 2010, and said Agreement shall automatically renew for additional periods of 12 months each unless one party has provided written notice of cancellation or change in contract terms to the other party not less than 90 working days prior to the renewal date. This Agreement may be terminated at any time upon mutual agreement of the parties.

If federal funding of the Medi-Cal Administrative Activities (MAA) program is discontinued, CLIENT is released from continued participation past the effective date of funding termination. Payment will be due for all services provided by MBT up to the effective date of termination of funding or the date of notification, whichever is later.

- 10. The parties hereto agree to execute such other and further documents as may be necessary or required by the Department of Health Care Services to authorize MBT to perform MAA services on behalf of CLIENT.
- 11. If any action is initiated to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees in addition to any other relief to which that party may be entitled.

LAS POSITAS COLLEGE

By	Dated:	
Authorized Signature		
(Printed name)		
,		
MEDICAL BILLING TECHNOLOGIES, INC.		
By	Dated:	
Roberta Stephens, CEO		

School-Based Medicaid Administrative Claiming

As permitted by the Social Security Act and federal regulations, the federal Centers for Medicare & Medicaid Services (CMS) through its Medicaid Administrative Claiming (MAC) program, reimburses school districts and county offices of education for administrative activities that support the Medicaid program such as outreach, eligibility intake, information and referrals, coordination and monitoring of Medicaid-covered services, interagency coordination, and arranging transportation to medical services. Though CMS has never issued regulations to govern this program, it provides guidance through its 2003 School-Based Administrative Claiming Guide (MAC Guide).

In order for a state to participate, there must be an interagency agreement between the state Medicaid agency, the state department of education, and/or school districts or local entities conducting the administrative activities (called LEAs under the program). The state Medicaid agency, as required by the 2003 MAC Guide, must have a plan that is approved by CMS before it can submit claims to the federal government. Reimbursement is routed back to the school districts and county offices through the state. School districts provide matching funds, thereby leveraging Federal Medicaid reimbursements without the need for additional funding at the State level.

Reimbursements for all Medicaid school-based health programs in the country (both school-based services and administrative outreach activities) make up less than one-percent of total federal Medicaid spending. Yet these funds make it possible for many children to receive essential services that they would otherwise be without. Some of these students have no other access to health care and many of them are children with special needs.

California established its administrative activities claiming program - the Medi-Cal Administrative Activities Program (MAA) - in 1994 and updated it in 1998. MAA is administered by the California Department of Health Services (CDHS), which has overall responsibility for the program. In 2003, CDHS revamped its school-based MAA program to be in accordance with the new federal guidelines. In 2003-04, LEAs enrolling 71% of all students participated in the program, and generated \$71 million in federal reimbursement. MAA reimbursements are unrestricted and can be used at the discretion of the LEA.

The following anecdotes highlight how some districts are using their MAA reimbursements to increase access to health care.

City College of San Francisco uses MAA dollars to fund staff positions that
provide necessary information on Healthy Families and other Medi-Cal services.
The MAA reimbursements have helped City College to provide initial assessment
and treatment of more common illnesses and connect students to Medi-Cal
services for more specialized care. Without the MAA dollars City College would
have severely decreased staff, hours and supplies and would not be able to provide
medical and psychological services for its under-served students.

- Prior to participating in the Medicaid reimbursement programs, Ukiah Unified School District in Mendocino County had only two health technicians. This school district has used MAA dollars to help fund thirteen health assistants and three school nurses, who are often the first to identify untreated health conditions in children and work with the parents to see that care is obtained.
- Los Angeles Unified School District reinvests its MAA dollars in sixty-seven Healthy Start programs that leverage each dollar of federal reimbursement with four dollars in matching local funds and about five dollars worth of volunteer health, mental health, and community services. This comes to more than fifty million dollars annually brought into these school communities. As an example, the district provides dental care, vision care, and school health clinics, asthmarelated primary care and mental health services to students in partnerships with public health, local Federally Qualified Health Centers, and dedicated community providers. In addition, LAUSD invests MAA funding into school outreach and enrollment activities that results in the annual enrollment of 20,000 uninsured students into health coverage and has agreements with Los Angeles County's Medi-Cal managed care health plans and community based organizations to assist LAUSD with student's benefits establishment and maintenance efforts.

Chabot College Participation in the Medi-Cal Administrative Activities Program
In partnership with the Contra Costa County Office of Education and the U.S.
Department of Health and Human Services, Chabot College can participate in the Medi-Cal Administrative Activities program that connects students we are already serving with low and no-cost health insurance programs and services. With over 1 million more people in the U.S. without any health/medical insurance than the year before for a total of over 45 million citizens without coverage nationwide, health services have become a "commodity" for the privileged classes, compromising our nation's health for millions of middle and lower income citizens.

Chabot College can make a huge difference for our students in the wake of this national health insurance crisis through this program. After receiving training on how to participate in the program, all college personnel that interact with students can be a part of the program by simply informing students about Medi-Cal and Healthy Families health insurance programs and services, providing brochures and application forms, and promoting the insurance programs that serve low income students under 21, children of students who do not have health insurance, pregnant women, and students with disabilities.

The best part of the program is that participants only have to track time spent on Medi-Cal Outreach for one week each fiscal quarter. The online time survey form takes only minutes at the end of each day, recording time spent providing information about Medi-Cal and Healthy Families insurance programs and services. The college will also be reimbursed for administrative time spent during the time survey week making application

copies, posting flyers, staffing an outreach table, discussing promotion strategies in a staff meeting, etc.

All in all, the MAA program will not only help with student retention in a critical underresourced area, but also earn much-needed discretionary funds to further support students' success, especially in this time of financial crisis. Thank you for your consideration.