SAN JOAQUIN COUNTY OFFICE OF EDUCATION
LEA MEDI-CAL BILLING SERVICES AGREEMENT

This Agreement made and entered this September 10, 2012, between **San Leandro Unified School District** (hereinafter referred to as **"CLIENT")**, having an address at 14735 Juniper Street, San Leandro, CA 94579, and **San Joaquin County Office of Education** (hereinafter referred to as **"SJCOE"**) having an address at 2901 Arch-Airport Road, Stockton, California 95206.

The parties hereto agree that **SJCOE** will provide Medi-Cal LEA Billing Option Claiming Services to **CLIENT**. If **CLIENT** enters into subcontract agreements with other organizations for the purpose of incorporating their claiming with that of **CLIENT**, all terms and conditions of this Agreement will be binding for **CLIENT** and **CLIENT** shall hold **SJCOE** harmless from claims by its subcontracting organizations. **CLIENT** shall inform **SJCOE** within fourteen (14) days after **CLIENT** has entered into or terminated a contract with another organization.

1. COMMENCEMENT, DURATION AND TERMINATION OF SERVICES

This Agreement shall be effective for twelve (12) consecutive months commencing on September 10, 2012, for preparing claims for **CLIENT**. Claims will be submitted on a monthly basis.

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.

CLIENT may terminate this Agreement, with or without cause, upon ninety (90) days written notice to **SJCOE**, provided that **CLIENT** agrees to pay **SJCOE** all fees for services provided by **SJCOE** through the date of termination.

2. FEE SCHEDULE

CLIENT shall pay **SJCOE** 7.5 percent of the funds which Medi-Cal pays **CLIENT** on **CLIENT'S** claims, submitted by **SJCOE** pursuant to this Agreement.

SJCOE anticipates receiving periodic reports from Medi-Cal regarding which **CLIENT'S** claims, submitted by **SJCOE**, were paid by Medi-Cal. Based on such reports, **SJCOE** shall submit invoices to **CLIENT**, which shows the amount **CLIENT** must pay **SJCOE** for claims submitted by **SJCOE** and paid to **CLIENT**. **CLIENT** must

remit payment to **SJCOE** for the claims paid, as reflected on **SJCOE'S** invoice to **CLIENT**, within thirty (30) days of receipt of **SJCOE'S** invoice.

In the event **CLIENT** must repay Medi-Cal for all or part of any claim payment, **SJCOE** will reimburse **CLIENT** for that portion of its fee related to the Medi-Cal repayment. **SJCOE** will pay **CLIENT** within thirty (30) days of notification by **CLIENT**.

3. **OWNERSHIP OF PROGRAMS AND CONFIDENTIALITY OF REPORTS**

All computer hardware, operating system software, application software, programs, documentation, specifications, tapes, instruction manuals and similar material utilized and/or developed by **SJCOE** in connection with its systems and all patents, trade secrets, copyrights, trademarks, and other intellectual property rights are, as between **SJCOE** and **CLIENT**, the sole and exclusive property of **SJCOE**. **CLIENT** 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.

4. **CONFIDENTIALITY OF DATA**

The parties agree that, because of the sensitive nature of data and in view of the proprietary nature of business 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 part 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 and each part agrees not to reproduce, disclose, or relinquish any data, information or materials to any party other than an authorized representative of the other party.

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 **SJCOE** to perform its services hereunder shall be the sole responsibility of **CLIENT**. **SJCOE** shall not be responsible for any delays or failure to prepare a claim because of incomplete, inaccurate, or incorrect data provided by **CLIENT**.

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

6. **LIMITATION OF LIABILITY ARISING FROM DEFAULT IN SERVICES**

SJCOE 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 SJCOE. SJCOE'S LIABILITY, UNDER THIS AGREEMENT, IS LIMITED TO THE AMOUNT PAID BY CLIENT FOR THE SERVICES. SJCOE SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING OUT OF THIS AGREEMENT.

7. **OPERATING PROCEDURES**

SJCOE shall be responsible for the processing of all those claims for services rendered by **CLIENT** and its employees, which have been turned over to **SJCOE** for processing.

SJCOE agrees to:

Provide training, continuing education, and forms required by **CLIENT** staff for the preparation of data required for the submission of the claims to Medi-Cal.

Maintain knowledge of current billing procedures, rules, and laws for California's Medi-Cal LEA Billing Option claiming program. Maintain knowledge of the Centers of Medicare and Medicaid Services (CMS), formerly HCFA, guidelines as they pertain to the provision of services under this Agreement.

Establish and maintain procedures for the timely preparation of claims to Medi-Cal. This includes setting time schedules that must be adhered to by **CLIENT**'**s** staff.

Provide monthly management reports to **CLIENT** as support for the claims submitted to Medi-Cal. Prepare and submit weekly claims to Medi-Cal for payment.

Assign an account manager to provide technical assistance to **CLIENT** with gathering and maintaining data required for claiming. The account manager will provide all program support to **CLIENT** and will direct other **SJCOE** resources to **CLIENT** as required. The account manager will coordinate all training and on-site support activities for **CLIENT**.

CLIENT agrees to:

Provide **SJCOE**, on a timely basis, all forms and documentation in a manner prescribed by **SJCOE** and as required for the successful preparation and submission of claims.

Arrange for **CLIENT** staff to attend mandatory training sessions related to forms completion. Oversee the completion of forms by staff.

Provide a contact person who shall serve as coordinator for all **CLIENT** activities. This person will work directly with **SJCOE's** account manager.
Notify **SJCOE** of any errors and/or omissions in information sent to **SJCOE** so that **SJCOE** may process a claim adjustment for submission to Medi-Cal.

8. **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. 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) **ATTORNEYS** – In the event that either **SJCOE** or **CLIENT** commences a legal proceeding, each party shall ay their own attorney's fees.

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 any 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.

e) **NOTICES** – Any notice sent pursuant to this Agreement shall be sent by certified mail to the parties at their respective addresses.

f) **STATE LAW** – This Agreement shall be governed by and construed in accordance with the laws of California.

g) **SURVIVAL OF NON-DISCLOSURE OBLIGATION** - The obligation of non-disclosure and confidentiality recited in this Agreement shall survive the termination of this Agreement and shall be in full force and effect notwithstanding such expiration or termination.

h) **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 herein 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.

i) **DESCRIPTIVE HEADINGS -** The descriptive headings in the Agreement are for convenience and reference only and in no way affect or alter the intent or effect of this Agreement.

9. **EQUAL EMPLOYMENT OPPORTUNITY**

It is and has been the policy of **SJCOE** to provide equal employment and individual opportunity to all job applicants and employees without regard to race, color, religion, sex, age, national origin, veteran or disability status. It is **SJCOE's** policy not to violate Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans with Disabilities Act, or any other local, state or federal law, regulation or ordinance prohibiting discrimination in employment.

SJCOE 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.

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

San Joaquin County Office of Education	**San Leandro Unified School District**
BY: _____	BY: _____
NAME: Mick Founts, Ed.D.	NAME:
TITLE: County Superintendent of Schools	TITLE:
DATE: _____	DATE: _____