

CSBA's PRACTI-CAL

MEDI-CAL LEA BILLING OPTION SERVICES AGREEMENT BETWEEN

THE

WILLIAM S. HART UNIO HIGH SCHOOL DISTRICT

AND

CSBA'S PRACTI-CAL, INC.

Whereas the DISTRICT (hereinafter referred to as "DISTRICT") desires to contract for Medi-Cal LEA Billing Option services; and CSBA's Practi-Cal, Incorporated (hereinafter referred to as PRACTI-CAL) is willing to provide such services through its Medi-Cal Services Program;

Now, therefore in consideration of the mutual Agreements and definitions contained herein, the parties hereto agree as follows:

1. Definitions The parties agree to this agreement and mutually accept the following definitions of the enumerated terms:

- 1.1 PRACTI-CAL means Practi-Cal, Incorporated. When used in the context of the performance of tasks, this is extended to include its subcontractors when performing duties in connection with this contract.
- 1.2 DISTRICT means an independent public school district, county office of education, Office of the County Superintendent of Schools, Special Education Local Plan Area or community college district in the State of California.
- 1.3 AGREEMENT means this contract between the DISTRICT and PRACTI-CAL, along with exhibits A and B.
- 1.4 Claim means the right of the DISTRICT to seek reimbursement for a service or services provided to a named student on a given day by a named service provider.
- 1.5 LEA means a Local Educational Agency .
- 1.6 DHCS means Department of Health Care Services.
- 1.7 SELPA means a Special Education Local Plan Area.

2. Commencement, Amendment, and Termination

Commencement

- 2.1 "The parties hereby enter into this agreement for a period of three years beginning the date of execution of this agreement and remaining in full force and affect, except as

amended or terminated as hereinafter provided. This term of the agreement may be extended by mutual consent for two, one-year periods."

- 2.2 This agreement shall become subject to amendment in the event any legislative, executive or regulatory action or any court decision which, in the judgment of PRACTI-CAL, prohibits or modifies any services or actions contemplated by this AGREEMENT.
- 2.3 Any alterations, variations, modifications or waivers of provisions of this AGREEMENT shall be valid only when they have been reduced to writing, duly signed and attached to the original of this AGREEMENT. Termination
- 2.4 This AGREEMENT may be terminated at any time by either party giving not less than ninety (90) days written notice to the other party specifying the date of termination. This notice may not occur prior to one hundred and eighty (180) from the execution date of this agreement.
- 2.5 This AGREEMENT shall become subject to termination in the event of any legislative, executive or regulatory action or any court decision which, in the judgment of PRACTI-CAL, prohibits the expenditure of federal and/or state funds for the services or actions contemplated by this AGREEMENT.

3. PRACTI-CAL Responsibilities: PRACTI-CAL is responsible for the duties specified in Exhibit A, whether provided by internal staff or by its subcontractor or its designee.

4. DISTRICT Responsibilities: The DISTRICT is responsible for performing the duties specified in Exhibit B.

5. Fees for Services

- 5.1 In consideration for all services rendered pursuant to this AGREEMENT the DISTRICT shall pay PRACTI-CAL fifty-three cents (\$0.53) for each service unit transmitted, as defined in the LEA Billing Option manual. This fee will be negotiated annually based on the number of transmitted units and will be acknowledged by Amendment. This fee will not exceed 9.0% annually.
- 5.2 PRACTI-CAL reserves the right to collect all fees that are due for any CLAIMS submitted for payment for any period preceding notice of termination or actual termination whichever occurs last. A 1.5 % late fee will be assessed to any undisputed invoice exceeding 45 days. Termination of this agreement shall not relieve the DISTRICT of the responsibility to pay any fees payable pursuant to this AGREEMENT.
- 5.3 The District shall pay undisputed invoices within thirty (30) days of receipt from Practi-Cal. The District may, within fifteen (15) days of receipt of an invoice from Practi-Cal, reasonably request additional information and supporting documentation, in which case the District's time to pay the pending invoice shall be extended by an amount of time equal to the time in which it take Practi-Cal to submit such information and/or documentation.

- 6. Events of Default:** Upon the occurrence of an event of default by either party to this AGREEMENT, the non-defaulting party may terminate this AGREEMENT after giving the appropriate written notice to the defaulting party. Each of the following events constitutes an event of default:
- 6.1 If DISTRICT fails to make any payment for undisputed invoices on or before the due date and fails to cure this delinquency within thirty days of such delinquency.
 - 6.2 If DISTRICT commits any breach of any covenant, warranty or agreement herein contained, and fails to remedy any such breach and such failure shall continue for fifteen days after written notice thereof from PRACTI-CAL to the DISTRICT, then PRACTI-CAL may, at its option, and in addition to any other remedies to which it may be entitled, cancel and terminate this AGREEMENT by thirty days notice in writing to such effect.
 - 6.3 If PRACTI-CAL commits any breach of any covenant, warranty or agreement herein contained, and fails to remedy any such breach and such failure shall continue for fifteen days after written notice thereof from the DISTRICT to PRACTI-CAL, then the DISTRICT may, at its option, and in addition to any other remedies to which it may be entitled, cancel and terminate this AGREEMENT by thirty days notice in writing to such effect.
- 7. Errors and Omissions:** No accidental errors or omissions upon the part of either party shall relieve the other party of its responsibilities under the AGREEMENT, provided such errors and omissions are reported as soon after discovery as possible. Both parties agree to carry such errors and omissions insurance as will protect the other party from injury not the fault of the injured party.
- 8. Confidentiality:**
- 8.1 Except to the extent permitted under federal or state law, regulation or standards; and to the extent required to qualify students as clients or beneficiaries of services for benefits for which they are, or may be, entitled under State, local or federal entitlement or laws, under policies, contracts or insurance payments contemplated within the scope of this AGREEMENT, PRACTI-CAL shall not during or after the period of this AGREEMENT, without authorization from the DISTRICT, disclose or use for the benefit of any person, corporation or other entity or itself, any files or any other confidential or personally identifiable information concerning students and/or their families. Confidential or personally identifiable information shall mean information not generally known to the public which is disclosed to

PRACTI-CAL, its agents or employees, or known by them as a consequence of this AGREEMENT, whether or not pursuant to this AGREEMENT.
 - 8.2 The DISTRICT shall not, except to the extent permitted or required by law, disclose any proprietary information it may learn as a consequence of this AGREEMENT, to anyone other than an employee of the DISTRICT, who requires such information to perform hereunder, or an employee of PRACTI-CAL or its designee.
- 9. Warrantees:** The DISTRICT represents and warrants that:

- 9.1 This instrument is executed with the full knowledge of and understanding of its term and meanings by the DISTRICT and is executed by a person who has the authority of the governing board to do so.
- 9.2 This instrument is being executed in multiple counterparts, each of which are the same AGREEMENT and any of which shall be considered an original instrument.
- 9.3 All information provided or otherwise supplied to PRACTI-CAL or its designee shall, to the best of its knowledge and belief, be true, accurate and complete and that the DISTRICT has the right to file such CLAIMS as documented.
- 9.4 That the filing of claims through PRACTI-CAL pursuant to this AGREEMENT will not be knowingly in violation of any law or contract to which the DISTRICT is a party.
- 9.5 That neither the DISTRICT nor its employees shall submit Medicaid CLAIMS except through PRACTI-CAL during the term of this AGREEMENT.

10. Ownership of Products of AGREEMENT: The parties hereto agree that all forms, materials, software and other documents including, but not limited to, criteria, policies and procedures developed by PRACTI-CAL as a direct result of, or instrumental to, this AGREEMENT shall, at all times, remain the property of PRACTI-CAL and may not be distributed, published or sold to third parties, persons or entities without the express, written consent of PRACTI-CAL.

11. Remedies of the Parties

- 11.1 The parties hereto acknowledge that, notwithstanding the fact that this AGREEMENT is terminable upon notice, the restrictions contained in this AGREEMENT are reasonable and necessary protection of the legitimate interests of the parties, that any violation of the terms of this agreement might cause substantial injury to the parties and that the parties hereto would not have entered into this AGREEMENT without receiving the additional consideration offered by each party in binding itself, its agents and its employees to these restrictions. In the event of violation of any of these restrictions, each party shall be entitled to preliminary and permanent injunctive relief in addition to any other remedy.
- 11.2 Disputes with respect to this AGREEMENT shall be discussed and resolved, if possible, by authorized representatives of PRACTI-CAL and the DISTRICT. The parties hereby agree to use their best efforts to promptly resolve any such dispute. If, however, the parties are not successful in resolving such dispute within thirty days from the date such dispute arises, then either party shall be free to exercise any rights it might have under paragraphs 2.3, 2.4, 2.5 of this AGREEMENT or under the law without the necessity of seeking judicial cancellation of this AGREEMENT and without the necessity of a formal placing in default.
- 11.3 All notices required by or relating to this AGREEMENT shall be in writing and shall be sent to the parties to this AGREEMENT at their addresses set below unless changed from time to time, in which event each party shall notify the other in writing of such change. All such notice shall be deemed duly given if deposited, registered or certified mail, in the United States mail to: Practi-Cal, Inc., 3251 Beacon Blvd., West Sacramento, CA 95691

12. Liability and Insurance

- 12.1 The parties agree to maintain in force errors and omissions liability insurance, written on an "occurrence" basis, providing coverage with not less than \$1,000,000 per occurrence. Except as provided in this Agreement with respect to insurance written on a "claims made" basis, the parties shall maintain the insurance required pursuant to this Agreement in effect at least until the date that is one-year following the termination and/or expiration of this Agreement. Practi-Cal's insurance shall name the District, the District Board and each individual member thereof, and the District's other officers, employees, and agents, as additional insureds, to the extent of Practi-Cal's acts and omissions in connection with this Agreement.
- 12.2 Except as the parties, may approve in writing, in advance, the insurance policies required pursuant to this Agreement shall be issued by one or more insurers licensed to do business in the State and having an A.M. Best Company rating of not less than "A-" and a financial size category of "X." If the insurance policies required by this Agreement, or any of them, are proposed to be issued from an entity, company, or program that is not rated by A.M. Best Company, the use of such insurance policies must be approved in advance, in writing, prior to the start of the services described in this Agreement.
- 12.3 Each Certificate of Insurance and corresponding policy of insurance required pursuant to this Agreement shall expressly require, or be endorsed to require, that the insurer notify the District not less than thirty days prior to any cancellation, except for cancellation due to non-payment of premium, in which case the insurer shall provide such notice not less than ten days prior to cancellation. Language in any Certificate of Insurance or policy of insurance to the effect that the insurer shall "endeavor" to provide such notice shall not be acceptable. Practi-Cal shall notify the District not less than thirty (30) days prior to any termination, reduction in coverage, or expiration without renewal of any insurance policy required under this Agreement.
- 12.4 PRACTI-CAL agrees to hold harmless and indemnify the DISTRICT from any claim arising out of any act of omission or commission which is deemed to be caused by gross negligence and/or willful reckless conduct by PRACTI-CAL and/or any PRACTI_CAL subcontractor.
- 12.5 DISTRICT agrees to hold harmless and indemnify PRACTI-CAL from any claim arising out of any act of omission or commission which is deemed to be caused by gross negligence and/or willful reckless conduct by DISTRICT.

13. Miscellaneous Provisions

- 13.1 This AGREEMENT comprises the entire AGREEMENT between the DISTRICT and PRACTI-CAL and may be amended only in writing and by mutual consent of both parties.

- 13.2 The headings, titles and sub-titles in this AGREEMENT have been inserted solely for convenient reference and shall be ignored in its construction.
- 13.3 This AGREEMENT has been negotiated and executed in the state of California and the laws of that state shall govern its construction and validity.
- 13.4 This AGREEMENT shall inure to and shall be binding upon the parties hereto, the successors and assigns of the DISTRICT and PRACTI-CAL.
- 13.5 The purpose of this AGREEMENT is not to be defeated by a narrow, technical construction of its provisions. This AGREEMENT shall be considered as an honorable undertaking and shall be subject to a liberal construction for the purpose of giving effect to the intentions of the parties hereof.
- 13.6 The waiver by either party of any breach or violation of any provision of this AGREEMENT shall not operate or be construed as a waiver of any subsequent breach or violation hereof.
- 13.7 If any provision of this AGREEMENT shall be held invalid or unenforceable, the remainder of this AGREEMENT shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall remain in full force and effect with respect to all other circumstances.

In WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be duly executed as of the date set forth herein.

For the District

By: Michael Kell

Name: MICHAEL KUHLMAN

Title: ASSISTANT SUPERINTENDENT

Date: 7-12-17

For PRACTI-CAL

By: Maria S. Mims

Name: MARIA S. MIMS

Title: Secretary, CSBA DSC

Date: 7/12/17

Exhibit A

Practi-Cal Responsibility

- Provide access to our claiming and reporting portal SpEdCare
- Provide access to our data and task management system
- Provide the following reports
 - Reimbursement (Check Date & Date of Service)
 - Assessments
 - Treatments / Therapies
 - Targeted Case Management
 - Transportation
 - CRCS Claims Report
 - Participation
 - Active Practitioners with expiration dates
 - OT / PT Prescriptions with expiration dates
- Assign an experienced consultant for program support who will be available via:
 - In-Person
 - Phone
 - Email
 - Live webinar meetings
- Access to newsletters and program updates
- Automated submission reminders for mandated reports
- Practitioner Trainings
 - In-Person trainings with practitioner groups
 - Live customized webinar trainings (PC, Mobile device)
 - Recorded Trainings (PC, Mobile device)
- Annual planning and compliance meeting
- Access to coordinator and business webinars to assist with program processes
- Process and transmit claims resulting from services entered in SpEdCare or submitted on Practi-Cal approved paper forms
- Process student data and CASEMIS tables for the purposes of Medi-Cal eligibility
- Follow-up on denied Medi-Cal claims and re-file claims when appropriate
- Maintain secure digital copies of district submitted claims, forms, documents, progress/case notes, etc. for the purposes of audit support.
- Provide periodic visual program performance reports to district leadership

Exhibit B

Client Responsibility

- Complete and submit DHCS mandated reports on or before designated deadlines
 - Cost Reimbursement and Comparison Schedule
 - Annual Report
 - Provider Participation Agreement (new provider or evergreen year)
 - Targeted Case Management Labor Survey
 - Data Use Agreement
- Maintain service documentation related to reimbursed services
- Practitioners will enter service records directly into SpEdCare
- Ensure DHCS and CMS LBO compliance standards are met
- Provide to Practi-Cal
 - Updated practitioner list
 - When requested, provide student database and CASEMIS A & B files
 - List of students receiving medically necessary 1:1 continuous monitoring
 - List of students receiving personal care services
 - List of students receiving occupation/physical therapy with prescriptions
 - Copy of signed Physician-Based Standards for Speech-Pathology
- Complete annual compliance certification
- Complete annual electronic signature certification for electronic medical records
- Maintain active and approved LEA Billing Option provider status with DHCS
- Assign a district program coordinator to ensure maximum program participation
- Respond timely to data or information requests by DHCS, Xerox and Practi-Cal
- District will participate in all areas eligible for LEA Billing reimbursement
- Provide RMTS coding results for the purposes of completing CRCS
- Provide Practi-Cal OHC / TPL providers when needed for the purposes of submitting reimbursable claims
- Update SpEdCare where Parental Consent has been denied
- Practi-Cal may be able to provide consultation and assistance in performing tasks for which the client is responsible (refer to fee schedule in Section 5.1)