



## MADERA COUNTY SUPERINTENDENT OF SCHOOLS

### SERVICE AGREEMENT

This Agreement is entered into by and between Lemoore Union High School District hereinafter referred to as LUHSD and the Madera County Superintendent of Schools hereinafter referred to as "MCSOS".

#### ARTICLE 1. SCOPE OF SERVICES AND/OR DELIVERABLES

A general overview of services, as well as, the specific services and/or deliverables to be provided by MCSOS as described in Exhibit A attached hereto and made a part hereof are understood and agreed to by both parties.

#### ARTICLE 2. COMPENSATION AND/OR REIMBURSEMENT

LUHSD shall compensate MCSOS for services/deliverables as described in Exhibit A attached hereto and made part of hereof.

#### ARTICLE 3. PAYMENT TERMS

LUHSD shall pay MCSOS the compensation on the dates or milestones set forth in Exhibit A attached hereto and made a part hereof. The check(s) are to be made payable to the Madera County Superintendent of Schools and mailed to 1105 South Madera Avenue, Madera, CA 93637.

#### ARTICLE 4. TERM OF AGREEMENT

This Agreement shall become effective as of July 1, 2019, and shall automatically renew until terminated.

#### ARTICLE 5. CONTACT INFORMATION FOR EACH PARTY

All inquiries and notices to the parties in connection with this Agreement shall be given personally or by regular mail addressed as follows:

Madera County Superintendent of Schools  
Cecilia A. Massetti, Ed.D.  
1105 South Madera Avenue  
Madera, CA 93637

LUHSD  
\_\_\_\_\_  
5 Powell Ave  
\_\_\_\_\_  
Lemoore, CA 93245

#### ARTICLE 6. INDEPENDENT PARTY

It is expressly understood by both parties that at all times, while MCSOS is rendering the services and/or deliverables described in Exhibit A, and in complying with any terms and conditions of this Agreement, MCSOS is acting as an independent party and not as an officer, agent, or employee of LUHSD to this Agreement for any purpose. MCSOS shall be solely responsible for the acts or omissions of its employees and agents.

LUHSD employees and agents shall not be considered officers, agents, employees, or independent contractors of MCSOS for any purpose. LUHSD shall be solely responsible for the acts or omissions of its employees and agents.

#### **ARTICLE 7. RESPONSIBILITIES OF LUHSD**

LUHSD agrees to fulfill its responsibilities and to comply with all reasonable requests of MCSOS (and provide access to all documents reasonably) necessary to the performance of MCSOS' duties under this Agreement as described in Exhibit A attached hereto and made a part hereof.

#### **ARTICLE 8. INSURANCE**

Each party shall, at its sole cost, ensure its activities and indemnification obligations in connection with this Agreement from its inception and shall keep in force and maintain insurance or self-insurance as follows: general liability, business automobile liability, workers' compensation, and such other insurance as may be necessary to provide coverage for its performance under this Agreement. The coverage required herein shall not in any way limit the liability of either party. The insurance provided for under this Agreement shall not replace "The Other Party's obligation to indemnify MCSOS.

#### **ARTICLE 9. INDEMNIFICATION OF LIABILITY**

shall defend, indemnify and hold harmless MCSOS, its officers, agents, employees, representatives, and volunteers against any and all liability imposed or claimed for damages for injury or death of any person or damage to any property, including attorney's fees and other legal expenses, arising directly or indirectly from any act or omission of LUHSD assistants, employees or agents, or in connection with the performance of this Agreement, except for liability resulting from the sole or active negligence or willful misconduct of MCSOS or from its officers, agents, employees or representatives who are employed with MCSOS.

#### **ARTICLE 10. CONFIDENTIALITY**

LUHSD may from time to time communicate to MCSOS certain information to enable MCSOS to effectively perform the services. MCSOS shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of LUHSD. MCSOS shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services. The foregoing obligation of this paragraph, however, shall not apply to any part of the information that has been disclosed in publically available sources of information; is now in the possession of MCSOS without any obligation of confidentiality; or has been or is hereafter rightfully disclosed to MCSOS by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

#### **ARTICLE 11. OWNERSHIP OF DOCUMENTS/DATA**

The MCSOS owns its documents and/or data and has the right to recover, in a suitable form, all of its proprietary documents and/or data upon expiration or termination of this Agreement for any reason.

## **ARTICLE 12. RETENTION OF RECORDS**

MCSOS agrees to maintain and preserve its records related to this Agreement for a period of three (3) years from the date of final payment under this Agreement.

## **ARTICLE 13. LICENSES, CERTIFICATIONS, PERMITS, ETC.**

MCSOS represents and declares to LUHSD that it has all licenses, certifications, permits, qualifications, and approvals of whatever nature that is legally required to practice its profession. MCSOS represents and warrants to LUHSD that MCSOS shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, certification, permit, qualification, or approval which is legally required for MCSOS to practice its profession.

## **ARTICLE 14. CERTIFICATION OF FINGERPRINT CLEARANCE**

MCSOS certifies that no MCSOS employee who may come in contact with students in performance of this Agreement has been convicted of a serious or violent felony.

## **ARTICLE 15. APPLICABLE LAWS**

This Agreement is subject to all applicable laws of the State of California, rules and regulations of the State Board of Education, and all applicable federal laws, all of which are made part of this Agreement and incorporated herein as if fully set forth. It is also subject to any amendments in such laws during the term of this Agreement. Should it be determined by a Court of competent jurisdiction that this Agreement or any portion of it is illegal or invalid, the Agreement shall be deemed terminated and both parties relieved of their obligations hereunder except the obligation of LUHSD to pay for services already completed.

## **ARTICLE 16. AMENDMENTS**

The parties agree that the terms of this Agreement cannot be changed or supplemented orally and may be modified or superseded only by a written instrument executed by both parties.

## **ARTICLE 17. DISPUTE RESOLUTION**

If a dispute arises between the parties under this Agreement, representatives from each party shall meet and confer within five (5) business days to resolve the dispute. If the dispute cannot be resolved, the matter may be submitted to Cecilia A. Massetti, Ed.D., Madera County Superintendent of Schools, and the chief executive officer of LUHSD who agree to use their best efforts to promptly and amicably resolve such dispute(s) through direct negotiations. If both parties make a good faith effort to resolve a dispute arising under this Agreement in accordance with the dispute resolution procedures above, but are unable to resolve the dispute, then either party to this Agreement may decide to unilaterally terminate its participation as a party by providing fifteen (15) days' advance written notice to the other party. The parties may also mutually agree to cancel this Agreement as a result of the dispute at any time by written instrument executed by both parties.

**ARTICLE 18. ATTORNEY'S FEES**

If either party becomes a party to any litigation concerning this Agreement, each party shall be liable for its own attorney's fees and costs incurred by it in the litigation.

**ARTICLE 19. TERMINATION**

Either party may terminate this Agreement upon sixty (60) days' written notice to the other party. During said sixty (60) days, MCSOS shall conduct services in accordance with this Agreement. If LUHSD terminates this Agreement, LUHSD shall pay MCSOS for all costs and any non-cancelable obligations incurred supported by documentary evidence up to the effective date of notice of termination. The parties may also mutually agree to terminate this Agreement at any time by written instrument executed by both parties.

**ARTICLE 20. ENTIRE AGREEMENT OF THE PARTIES**

This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by MCSOS for LUHSD and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only by written instrument executed by both parties.

**ARTICLE 21. EXECUTION IN COUNTERPARTS**

This Agreement may be executed in counterparts or duplicate copies, and any signed counterpart or duplicate copy will be equivalent to a signed original for all purposes, including copies of signature pages transmitted electronically.

The parties have executed this Agreement by their authorized representatives as follows:

Madera County Superintendent of Schools

Lemoore Union High School District

Cecilia A. Massetti, Ed.D.  
Madera County Superintendent of Schools

Debbie Muro  
Debbie Muro  
Superintendent, LUHSD

Date

9/13/19  
Date

**EXHIBIT A**  
To  
**MADERA COUNTY SUPERINTENDENT OF SCHOOLS (MCSOS)**  
**SERVICE AGREEMENT**

**ARTICLE 1. SCOPE OF SERVICES AND/OF DELIVERABLES**

**MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA)**  
**LOCAL EDUCATIONAL CONSORTIUM (LEC) COORDINATOR**

General Duties

- Receive and review all MAA related correspondence, including information and policy directives from the Department of Health Services (DHCS) and the California Department of Education (CDE) and mandated by state law.
- Ensure that information is forwarded to Local Educational Agency (LEA) MAA Coordinators in a timely manner.
- Respond to requests for information from DHCS and CDE.
- Oversee and coordinate the software platform Public Consulting Group (PCG).
- Represent the LEA in communication with DHCS for approvals and invoice payments.
- Assist LEA Coordinator with compliance.
- Actively participate in policy discussion, provide input for decision-making and problem resolution through the state LEC Advisory Committee, and related Work Groups.
- Inform the DHCS about regional MAA issues requiring policy clarifications.

Training and Technical Assistance

- Attend statewide MAA training sessions conducted by the DHCS, the CDE, or program related contractors.
- Develop, arrange and provide regional trainings for the LEA to maintain compliance with MAA policies and program requirements.
- Provide regular MAA updates to LEA Coordinators and fiscal staff through county meetings and email communication.
- Identify areas for LEA training needs within the region. Provide regional training or local technical assistance when necessary.

Review and Coordination of Program Required Documents

- Assist each LEA in RMTS reviews and audit binder compliance.
- Maintain compliance with LEC/DHCS MAA Contracts and Participation Fee's.
- Submit quarterly invoice's to the DHCS on behalf of the LEA and convey to the LEA by warrant or cash transfer all funds received on behalf of the LEA less any amount due the MCSOS as determined in Article 2. No funds will be conveyed to the LEA for invoices that have been disallowed by the DHCS

### Random Moment Time Survey (RMTS)

- As mandated by the DHCS, provide a software platform (also referred to as the “RMTS System”) through a third party administrator, through which the LEA shall utilize the RMTS process. Although the LEC will make reasonable effort to facilitate use of the software platform, the LEC is not responsible for problems resulting from software platform or system errors.
- Code all RMTS moments and make available to the LEA its quarterly coding results for their review and certification.
- The LEC shall assign a code to a moment based on the presumption that the response from the participant is accurate, all necessary documentation for the claim exists, and the service has been provided to an eligible recipient. The LEC shall not be responsible for monitoring, reviewing, or verifying documentation for any coded moment. The LEC shall not be liable for any audit exception or federal disallowance related to direct service documentation and shall not be responsible for recouping any amount of funds paid to an LEA for participation in the LEA Billing Option Program.

### **ARTICLE 2. COMPENSATION AND/OR REIMBURSEMENT**

- Monitor, review and verify required documentation for any coded moment. For services provided by MCSOS to the LEA for each claiming period, MCSOS will deduct from the claims paid by DHCS an amount equal to 7%.

### **ARTICLE 7. RESPONSIBILITIES OF LEA**

- Participate in all state mandatory RMTS trainings and LEC Coordinator training.
- Ensure that all staff participating in RMTS meet all applicable requirements and regulations as determined by the SMAA and LEA Billing Option Program.
- Ensure Time Survey Participant’s (TSP) are accurate for all required information including name, email address, cost pool, job category, job title and work schedule (shift).
- Responsible for timely certification of TSP list in the RMTS System.
- Ensure TSP’s participating in time surveying participate in annual trainings conducted by the LEC or with the LEA coordinator.
- Monitor TSP’s time survey and ensure compliance with applicable laws and regulations.
- Monitor TSP list for changes occurring during the quarter that require changes in the RMTS System.
- Be actively involved in the preparation, review, and compliance requirements of program-required documents including MAA Audit Materials, MAA Contracts, and MAA Invoices.

- Establish and maintain appropriate audit files/systems.
- Oversee documentation necessary for completion of MAA invoices, ensuring that claims do not duplicate reimbursements received from other payment mechanisms and that invoices are submitted in a timely manner.
- Receive and review all MAA-related correspondence, including information and policy directives from the LEC and the Department of Health Care Services (DHCS).
- Ensure staff is surveying to appropriate MAA activities as defined by their job classification.
- Ensure pertinent information is forwarded to appropriate program/staff in a timely manner.
- Facilitate relationships and network with the programs/staff participating in MAA.
- Respond promptly to requests for information from the LEC and DHCS.
- Inform the LEC of changes in LEA MAA Coordinator information.
- Actively participate in policy discussion and provide constructive input for decision-making and problem resolution through the LEC.
- Review quarterly time survey Coding Reports and submit Review Certification form to LEC.
- Monitor, review and verify required documentation for any coded moment.
- The LEC shall assign a code to a moment based on the presumption that the response from the participant is accurate, all necessary documentation for the claim exists, and the service has been provided to an eligible recipient. The LEC shall not be responsible for monitoring, reviewing, or verifying documentation for any coded moment. The LEC shall not be liable for any audit exception or federal disallowance related to direct service documentation and shall not be responsible for recouping any amount of funds paid to an LEA for participation in the LEA Billing Option Program.