

MEDI-CAL ADMINISTRATIVE SERVICES - JPA  
ADDENDUM TO THE MASTER CLAIMING AGREEMENT  
FOR 2009-2010

This Addendum is made and entered into this 1<sup>st</sup> day of July, 2009, by and between the **Mt. Diablo Unified School District** (District), (hereinafter referred to as “Local Educational Agency” or “LEA”) and the Northern California Medi-Cal Administrative Services Joint Powers Authority, (hereinafter referred to as “NMAAS-JPA” or “JPA”).

WHEREAS, due to the then pending termination of the MAA program during the 2007-2008 and 2008-2009 years, the LEA and NMAAS-JPA were forced to amend the duration and fee structure provisions of their Master Claiming Agreement to provide for different duration and fee schedule terms in light of the pending termination of the MAA program which provides for reimbursement for Medicaid expenditures for school-based administrative activities.

WHEREAS, subsequent recent legislation has resulted in the MAA program being continued into the foreseeable future and in light of the continued viability of the MAA program, NMAAS-JPA desires to assure funding of the LEA’s MAA claims by returning to the terms of the original “Duration” and “Fee Schedule” provisions of their Master Claiming Agreement.

THEREFORE, it is mutually agreed between the parties that this Addendum is to amend the duration and fee schedule provisions as currently set forth in the Medi-Cal Administrative Claiming Agreement as indicated below by returning these provisions to their original terms, as set forth below, and that all other terms and conditions of the master agreement will remain in full force and effect.

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 January through March, April through June, July through September, and October through December. 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 NMAAS-JPA, provided that LEA agrees to pay LEC and NMAAS-JPA all fees for services provided by either LEC or NMAAS-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 the 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 fees of 7% 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 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.
  - 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.

In any given year, should the total annual 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.

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.

**LEA GOVERNING BOARD AUTHORIZATION**

LEA affirms that this Addendum has been approved by the Governing Board of the LEA at its meeting of \_\_\_\_\_, 2009 and that the individual signing on behalf of the LEA below is authorized by the Governing Board to execute this Addendum to the Master Claiming Agreement.

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

<b>LEA</b>		<b>LEC</b>	
<b>By:</b>	_____	<b>By:</b>	_____
<b>Name:</b>	_____	<b>Name:</b>	<b>Jeff Holland</b>
<b>Title:</b>	_____	<b>Title:</b>	<b>Superintendent</b>
<b>Date:</b>	_____	<b>Date:</b>	_____

**NMAS-JPA**

**By:** \_\_\_\_\_

**Name:** **Susan Hamblin**

**Title:** **Director**

**Date:** \_\_\_\_\_