State of California—Health and Human Services Agency

Department of Health Care Services

Local Educational Agency Medi-Cal Billing Option

Provider Participation Agreement

National Provider Identification Number

Effective Agreement Start Date: **July 1, 2017**

Official LEA Provider Name: _____

ARTICLE I – STATEMENT OF INTENT

The purpose of this Provider Participation Agreement (PPA) is to permit qualified Local Educational Agencies (LEA) - Provider Type 55 to participate as providers (LEA Provider) of services under California's Medicaid program (Medi-Cal). The mutual objective of the California Department of Health Care Services (DHCS), California Department of Education (CDE), (DHCS and CDE collectively "the State"), and LEA is to improve access to needed services for children. This PPA sets out responsibilities relative to the LEA Provider's participation in the LEA Medi-Cal Billing Option Program.

ARTICLE II – LEA PROVIDER RESPONSIBILITIES

By entering into this PPA, the LEA Provider shall:

1. Comply with Welfare and Institutions Code (W&I Code), Chapter 7 (commencing with Section 14000) and Chapter 8 (commencing with Section 14200); California Code of Regulations (CCR), Title 22, Division 3 (commencing with Section 50000) and Title 5, Division 1, Sections 3065, 3029 and 3051.12; the Medi-Cal Provider Manual; and Education Code, Division 1, Part 6, Chapter 5, Articles 1, 2, 3 and 4 and Sections 8800 and 49400; all as periodically amended.

2. Retain necessary records for a minimum of three years from the date of submission of the LEA Cost and Reimbursement Reconciliation Schedule (CRCS) as set forth in the Medi-Cal Provider Manual, Inpatient/Outpatient LEA section (LEA Program Provider Manual).

3. Ensure that all Medi-Cal covered services are furnished by qualified practitioners acting within their scope of practice, in accordance with CCR Title 22; Business and Professions Code, Division 2, Sections 500 through 4998; and Education Code Section 44000.

4. Ensure that all Medi-Cal beneficiaries are aware of and understand the freedom of choice options outlined in Section 1902(a)(23) of the Social Security Act (SSA) as specified in 42 Code of Federal Regulations (CFR) Sections 431.51(a)(1) and 441.18(a)(1).

5. Ensure services billed using the National Provider Identification (NPI) number will not be separately billed by the rendering practitioners.

LEA Name: _____ NPI Number: _____

6. Annually put forth and certify the public portion of federal claiming dollars for unique LEA bundled services only as specified in 22 CCR 51270. (Attachment 1: Certification of the Public Portion of Federal Claiming Dollars for current fiscal year)

7. Accept as payment the approved LEA service rates minus the following LEA Medi-Cal Billing Option Program related costs as set forth in the Provider's Guide section of the LEA Program Provider Manual.

8. Reinvest federal funds received for LEA services into services for school children and their families. These funds shall be used to supplement, not supplant, existing services.

   LEA Medi-Cal Billing Option Program reimbursement may be reinvested in allowable LEA services as set forth in Education Code Section 8804(g):

   (1) Health care, including:
      (A) Immunizations
      (B) Vision and hearing testing and services
      (C) Dental services
      (D) Physical examinations, diagnostic, and referral services
      (E) Prenatal care
   (2) Mental health services, including primary prevention, crisis intervention, assessments, and referrals, and training for teachers in the detection of mental health problems.
   (3) Substance abuse prevention and treatment services.
   (4) Family support and parenting education, including child abuse prevention and school age parenting programs.
   (5) Academic support services, including tutoring, mentoring, employment, and community service internships, and in-service training for teachers and administrators.
   (6) Counseling, including family counseling and suicide prevention.
   (7) Services and counseling for children who experience violence in their communities.
   (8) Nutrition services.
   (9) Youth development services, including tutoring, mentoring, recreation, career development, and job placement.
   (10) Case management services.
   (11) Provision of on-site Medi-Cal eligibility workers.

9. Ensure administrative costs are necessary and reasonable for the proper and efficient administration of the program. The cost of professional and consultant services are allowable when reasonable in relation to the services rendered and when not contingent upon recovery of costs from the federal government, as provided in OMB Circular A-87 § 32(a); and 45 CFR 74.45.

10. Establish or designate an existing collaborative interagency human services group (local collaborative) at the county level or sub-county level to make decisions about the reinvestment of funds made available through the LEA Medi-Cal Billing Option Program as set forth in Education Code Section 8806. The LEA collaborative is required to meet a minimum of twice per year. The process needs to promote full participation in policy development and decision making.

In conjunction with making decisions on reinvestment, the local collaborative should work toward assuming the following major functions:

a. To identify needs and develop and coordinate community-wide strategies in response to identified and documented problems confronting children and families;
b. To promote innovative community services in order to ensure early, accessible, and responsive service delivery to families;
c. To coordinate fiscal strategies to assure more comprehensive services (e.g., receipt and allocation of funds; "pooling" of current agency funding for jointly developed services; leveraging of public and private resources, etc.); and
d. To assess and monitor outcomes for children and families.

11. Attest in writing that the local collaborative body (specified in Section 10 above) will make the reinvestment decisions (specified in Section 8 above) regarding the use of funds made available through LEA Medi-Cal Billing Option Program reimbursements. The Statement of Commitment to Reinvest (Attachment 2A) shall be signed by the authorized representatives for all members of the collaborative.

12. Submit an Annual Report (AR) by October 10th of each fiscal year, as outlined in 22 CCR 51270 and as set forth in the LEA Program Provider Manual.

13. Submit a CRCS report by November 30th of each fiscal year, as set forth in the Provider's Guide section of the LEA Program Provider Manual, to certify that the public funds expended for services provided have been expended as necessary for federal financial participation (FFP) pursuant to the requirements of SSA, Section 1903, Subdivision (w) and 42 CFR Section 433.50, et seq. for allowable medical costs.

14. Adhere to and comply with all federal and State third-party liability requirements prior to billing Medi-Cal, including, but not limited to, any policy directives issued by Federal Health and Human Services (HHS) and Centers for Medicare and Medicaid Services (CMS) and the standards found in 42 United States Code (USC) Section 1396a, Subdivision (a), paragraph (25); 42 CFR Section 433.139; W&I Code Sections 14005, 14023.7, 14124.90; and 22 CCR 51005 and 50761 et. seq.

15. Conform any claims for LEA Services rendered by LEA Providers to the standards set forth in W&I Code Section 14115.

16. Not discriminate against any beneficiary on the basis of race, color, national or ethnic origin, sex, age, religion, political beliefs, or mental or physical disability.

17. Comply with the Family Educational Rights and Privacy Act (FERPA) by requiring that schools obtain written consent from the parent or guardian of the student prior to releasing any medical information from the student's education record. Pursuant to 34 CFR, Section 99.30, the written consent must specify the records that may be disclosed, state the purpose of the disclosure, and identify the party to whom the disclosure may be made.

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Pursuant to the requirements found in 34 CFR 300.154, the LEA shall obtain written consent from the parent or guardian of the student to access the student's or parent's public benefits or insurance to pay for related services. The LEA shall seek written parental consent, subject to the requirements found in 34 CFR 300.154, for the release and exchange of personally identifiable information that may be disclosed (e.g. records or information about the services provided), which specifies that the purpose of the consent is for Medi-Cal billing purposes, and which specifies the Medi-Cal agency to which disclosure may be made. Prior to accessing the student's or parent's public benefits or insurance for the first time, and annually thereafter, the LEA shall provide written notification, consistent with 34 CFR 300.503(c), to the student's parents, that includes the provisions found in 34 CFR 300.154(d)(2)(v)(A-D).

Notwithstanding the above, the LEA shall comply with confidentiality requirements as specified in 42 USC Section 1320c-9; 20 USC Section 1232g; 42 CFR Section 431.300; 34 CFR Sections 99.30, 99.31 and 300.154; W&I Code Section 14100.2; 22 CCR Section 51009; and Education Code Sections 49060, and 49073 through 49079.

18. Comply with FERPA (20 U.S.C. § 1232g; 34 CFR Part 99) by requiring that schools obtain written consent from the parent or guardian of the student for the release and exchange of all relevant medical student information, when overall care is coordinated between the school and another entity that is providing medically necessary services to the student, including Medi-Cal managed care health plans (MCPs). LEAs shall also coordinate care to minimize any duplication in services. LEAs may contract with MCPs or their delegated entities to render health care services separate and distinct from LEA services if mutually agreeable terms can be reached between the LEA and MCP.

19. Ensure all applicable state and federal requirements are met in rendering services under this PPA. It is understood and agreed that failure by the LEA Provider to ensure all applicable state and federal requirements are met in rendering services under this PPA shall be sufficient cause for DHCS to deny or recoup payments to the LEA Provider and/or to terminate this PPA. In the event of a federal audit disallowance, the LEA Provider shall cooperate with DHCS in replying to and complying with any federal audit exception related to the LEA Medi-Cal Billing Option Program. The LEA Provider shall assume sole financial responsibility for any and all federal audit disallowances related to the rendering of services under this PPA. The LEA Provider shall assume sole financial responsibility for any and all penalties and interest charged as a result of a federal audit disallowance related to the rendering of services under this PPA. The amount of the federal audit disallowance, plus interest and penalties shall be payable on demand from DHCS.

    If the LEA Provider fails to remit payment for a federal audit disallowance, and/or for any interest or penalties due for an audit disallowance, following a demand for such payment from DHCS, DHCS may, at its option: terminate this PPA, withhold future payments to the LEA Provider for services rendered, or recoup payments made to the LEA Provider for services rendered under the LEA Medi-Cal Billing Option Program.

20. Utilize current safety net and traditional health care providers when those providers are accessible to specific school sites identified by the LEA Provider to participate in this program, rather than adding duplicate capacity.

LEA Name: _____ NPI Number: _____

21. Adhere to and comply with all HHS and CMS requirements with respect to billing for services provided by other health care professionals under contract with the LEA Provider and avoid duplication of services and billing with other programs.

22. Abide by the Business Associate Addendum (BAA) (Exhibit A), as incorporated herein and made part of this Agreement by this reference. Data released to the LEA is to be used solely for the purpose of verifying Medi-Cal eligibility of the beneficiaries. The data elements released to the LEA are listed in Exhibit B.

23. Ensure that providers and their subcontractors are considered contractors solely for the purposes of U.S. Office of Management and Budget Uniform Guidance (Title 2 of the Code of Federal Regulations, Part 200, and specifically, 2 CFR 200.330). Consequently, as a contractor, as distinguished from sub-recipient, a Dun and Bradstreet Universal Numbering System (DUNS) number is not required.

ARTICLE III – DHCS RESPONSIBILITIES

By entering into this PPA, DHCS shall:

1. Remit payment to the LEA Provider for services rendered to eligible beneficiaries in accordance with applicable medical necessity and utilization review requirements, and billed in accordance with applicable claims submission requirements.

2. Make training available in proper documentation and billing procedures to LEA Providers.

3. Collect and review the LEA Annual Report.

4. Chair the LEA Advisory Workgroup meetings and perform the services as authorized by the legislature in W&I Code Section 14115.8.

ARTICLE IV – BUDGET CONTIGENCY CLAUSE

1. It is mutually agreed that if the State Budget Act of the current year and/or any subsequent years covered under this PPA does not appropriate sufficient funds for the LEA Medi-Cal Billing Option Program, this PPA shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the LEA Provider or to furnish any other considerations under the PPA and the LEA Provider shall not be obligated to perform any provisions of this PPA.

2. If funding for any state fiscal year is reduced or deleted by the State Budget Act for purposes of this LEA Medi-Cal Billing Option Program, the State shall have the option to either cancel this PPA, with no liability occurring to the State, or offer an agreement amendment to the LEA Provider to reflect the reduced amount.

LEA Name: _____ NPI Number: _____

ARTICLE V – GENERAL PROVISIONS

1. This PPA constitutes the entire agreement between the parties regarding the LEA Program. No condition, provision, agreement, or understanding not stated in the PPA shall affect any rights, duties, or privileges in connection with this agreement.

2. This PPA shall not be altered except by an amendment in writing signed by all parties. No person is authorized to alter or vary the terms or make any representation or inducement relative to it, unless the alteration appears by way of a written amendment to this PPA, signed by the duly authorized representatives of DHCS, the LEA Provider and CDE.

Activation of Agreement

3. This PPA will be considered in effect upon all the following occurring:

    a. This PPA is signed by authorized representatives of the LEA Provider, DHCS and CDE;
    b. Submission of the LEA Medi-Cal Provider Enrollment Information Sheet;
    c. Submission of Certification of State Matching Funds for LEA Services (Attachment 1);
    d. Submission of Annual Report Financial Statement Data (Attachment 1A);
    e. Submission of Statement of Commitment to Reinvest (Attachments 2 and 2A).

Agreement Termination

4. This PPA will remain in effect until terminated by either party pursuant to this section subject to the requirements and conditions set forth in this PPA. The LEA Provider may terminate this PPA by the termination of its Medi-Cal Certification. The LEA Provider must submit a cover letter explaining the action requested, as well as a Medi-Cal Supplemental Change Form (DHCS 6209) to DHCS Provider Enrollment Division (PED). A copy of the termination request must be emailed by the LEA Provider to the DHCS LEA Medi-Cal Billing Option Program at LEA@dhcs.ca.gov.

5. DHCS may terminate this PPA without cause, and terminate the participation of the LEA Provider in the LEA Medi-Cal Billing Option Program by giving at least a 30-day prior written notification of the termination. In cases where the DHCS Director determines that the health and welfare of beneficiaries or of the public is jeopardized by continuation of this PPA, this PPA shall be immediately terminated. In addition, DHCS may terminate this PPA for cause, which includes failure to comply with any of the terms of this PPA, suspension or termination of the LEA Provider's certification from CDE, or if it is determined that the LEA Provider does not meet the requirements for participation in the LEA Medi-Cal Billing Option Program, the LEA Provider has not submitted a reimbursement claim to the Medi-Cal Program within the last twelve (12) months, or that the LEA Provider has failed to certify that the match of state funds has been made. DHCS may terminate this PPA in the event that it is determined that the LEA Provider, or any employee or contract practitioner has violated the laws, regulations or rules governing the LEA Medi-Cal Billing Option Program.

LEA Name: _____ NPI Number: _____

Program Compliance

6. PPA and AR are required for each LEA Provider participating in the LEA Medi-Cal Billing Option Program, identified in Title 22 CCR 51270 (a)(2).

   DHCS may place the LEA Provider on withhold from claims reimbursement in the LEA Medi-Cal Billing Option Program in accordance with W&I Code Section 14123 and with the regulations contained in 22 CCR 51452.

   LEA Providers that do not comply with the participation provisions or do not timely submit all required compliance documents may be placed on a 100 percent withhold from claim reimbursements. LEA Providers will be notified and given the opportunity to submit the required documents prior to the time the withhold is instituted. The withhold will remain in effect until the required documents are accepted and filed by DHCS. In the event the LEA Provider refuses to submit the required compliance documents or if the LEA Provider elects to no longer participate in the LEA Program, the LEA Provider may be required to return all LEA Medi-Cal reimbursement funds received, and all future LEA Medi-Cal reimbursements may be suspended.

7. It is agreed that the LEA Provider shall defend, hold harmless, and indemnify DHCS and CDE, their officers, employees, and agents from any and all claims liability, loss or expense (including reasonable attorney fees) for injuries or damage to any person and/or any property which arise out of the terms and conditions of this PPA and the negligent and intentional acts or omissions of the LEA Provider, its officers, employees, or agents.

8. None of the provisions of this PPA are or shall be construed as for the benefit of, or enforceable by, any person not a party to this PPA.

9. If any term, condition, or provision of this PPA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in anyway. Notwithstanding the previous sentence, if a decision by court of competent jurisdiction invalidates, voids, or renders unenforceable a term, condition, or provision in this PPA that is included in the purpose of this PPA then the parties to this PPA shall either amend this PPA or it shall be terminated.

10. The validity of this PPA and its terms and provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this PPA shall be governed by the State of California. Venue shall lie only in counties in which the California Attorney General maintains an office.

11. This PPA and any exhibits attached hereto shall constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated and may be amended only by a written amendment executed by both parties to this PPA.

LEA Name: _____ NPI Number: _____

12. The LEA Provider shall avoid any conflict of interest on the part of its subcontractors, its employees, its officers, and its directors. Thus, the State reserves the right to determine at its sole discretion, whether any information, assertion, or claim received from any source indicates the existence of a real or apparent conflict of interest, and, if a conflict of interest is found to exist, to require the LEA Provider to submit additional information or a plan for resolving the conflict, subject to the State's review and prior approval.

    Conflicts of interest include, but are not limited to:

    a. An instance where the LEA Provider or any of its subcontractors, its employees, its officers, or its directors has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the contract would allow for private or personal benefit or for any purpose that is contrary to goals and objectives to the contract.
    b. An instance where the LEA Provider or any subcontractors, employees, officers, or directors use their positions for purposes that are or give the appearance of being, motivated for a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

    If the State is or becomes aware of a known or suspected conflict, the LEA Provider will be given an opportunity to submit additional information, or to take action to resolve the conflict. The LEA Provider will have five (5) working days from the date of notification of the conflict by the State to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by the State and cannot be resolved to the satisfaction of the State, the conflict will be grounds for terminating the contract. The State may, at its discretion, upon receipt of a written request, authorize an extension of the timeline herein.

LEA Name: _____ NPI Number: _____

ARTICLE VI – EXECUTION

The signatories to this PPA warrant that they have full and binding authority to the commitments contained herein on behalf of their respective entities.

Official LEA Provider Name: _____

_____
Name of First Authorized Representative
(Person legally authorized to bind contracts for the LEA: Superintendent, Assistant Superintendent, Business/Fiscal Officer)

_____
Title of First Authorized Representative

_____
Signature of First Authorized Representative

_____
Date

_____
Name of Second Authorized Representative
(Authorized Fiscal/Business Official)

_____
Title of Second Authorized Representative

_____
Signature of Second Authorized Representative (if necessary)

_____
Date

STATE OF CALIFORNIA – DEPARTMENT OF EDUCATION

_____
Signature of the CDE Authorized Representative

Tom Herman
Typed or Printed Name of the CDE Authorized Representative

Education Administrator I
Typed or Printed Title of the CDE Authorized Representative

_____
Date

STATE OF CALIFORNIA – DEPARTMENT OF HEALTH CARE SERVICES

_____
Signature of the DHCS Authorized Representative

Michelle Kristoff
Typed or Printed Name of the DHCS Authorized Representative

Chief, SBCS Services Section
Typed or Printed Title of the DHCS Authorized Representative

_____
Date