

CALEXICO UNIFIED SCHOOL DISTRICT
Calexico, California

Agreement for Consultant Services

The following is an Agreement by and between CALEXICO UNIFIED SCHOOL DISTRICT ("District") and Lori A. Hill ("Consultant").

RECITALS

A. The District requires the services of a professional consultant to render services and training for the LEA Medi-Cal Billing Option and School-Based Medi-Cal Administrative Activities (SMAA) Program, and Lori A. Hill, is willing to provide such services through its School-Based Medicaid management programs Coordinator services described below; and

B. The Consultant is available, and offers to provide services necessary to accomplish the work within the required time.

AGREEMENT

NOW THEREFORE, pursuant to the following terms and conditions the District and Consultant hereby agree as follows:

A. TERM of this agreement shall commence on August 15, 2017 and end on December 29, 2018. This contract is renewable at end of term, at a rate agreed upon after review and analysis of both parties, unless the work is completed by Consultant and accepted by the District, or the Agreement is otherwise terminated, prior to that date.

B. CONSULTANT AGREES: To perform in a competent and professional manner the following services, as needed and requested by the District:

1. Consultant is responsible for the duties specified in Exhibit A and Addendum (1).
2. The District is responsible for the duties specified in Exhibit B.

C. DISTRICT AGREES:

To pay Consultant Lori A. Hill flat fee of \$22,000 for the term 20 weeks, to be paid in 5 payments of \$4,400. Services, as described in detail within Exhibit A and Addendum (1), will include, but are not be limited to the ongoing review, analysis and assessment of our eligible LEA and MAA/RMTS service; create, develop and enhance forms, documents, audit file/records and record keeping procedures, provide individual and large group training, prepare written reports, charts; work directly with district administrative and support personnel responsible for administering the LEA Billing Option and MAA/RMTS Programs, including the implementation of new strategies, plus all advance preparation time. No other charges, fees, or expenses shall be paid by District and the cost for these services. No final payments shall be authorized until all

reports have been rendered to and approved by the district. Due to revised District procedure regarding processing of invoices, invoices for services will be submitted to the District by the 30th of each month, to be on the agenda of the first Board meeting of each month for approval (in the event of extended holidays, invoice will be submitted prior to school closure date). Subject to and upon approval of Board/District, payment of invoices shall be made no later than three weeks after Consultant submits invoices and any other requested documentation.

D. DISTRICT OWNERSHIP: All data and information provided for and/or used by consultant shall be the property of and returned to the District at the completion of this contract. All reports or other documents generated will constitute “works made for hire” by or for the District and the District will be the “author” of all such reports under applicable copyright laws.

E. CONFIDENTIALITY. The confidentiality provisions of this Agreement will survive and remain in full force and effect beyond the termination or expiration of this Agreement. Consultant agrees to hold confidential information obtained from the District, including any student or personnel information, whether obtained through observations, documentation or otherwise (collectively, “Confidential Information”), in strict confidence and shall not without prior permission of the District disclose any Confidential Information. Consultant agrees that it shall not at any time or in any manner, either directly or indirectly, use any Confidential Information for Consultant’s own benefit. A violation of this Section shall be a material violation of this Agreement.

If it appears that Consultant has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, the District shall be entitled to an injunction to restrain Consultant from disclosing, in whole or in part, such Confidential Information. The District may also pursue any other remedies available at law or equity, including a claim for loss and damages.

F. TERMINATION: This Agreement may be terminated by the parties upon receipt of ninety days prior written notice sent to the following addresses of Consultant or District:

District: Calexico Unified School District
 901 Andrade Avenue
 Calexico, CA 95020

Consultant: Lori A. Hill
 1936 Orchard Rd
 Holtville, CA 92250
 760-623-8800

G. INDEPENDENT CONTRACTOR STATUS: Consultant states and affirms that it is acting as a free agent and independent consultant, maintains the principle place of business at own address, and that this Agreement is not exclusive. Consultant as an independent contractor is responsible for accomplishing the results required herein, and District shall not be liable to Consultant for any payments, benefits, loss, costs, expenses, or injury or damages to Consultant’s person or property, except District’s liability to Consultant for his compensation for services

performed herein. Neither Consultant nor any of its agents or employees shall be entitled to any benefits provided to District's employees, including health insurance benefits. Consultant is and shall be solely responsible for its own taxes and tax filing and payments or withholdings, including without limitation income taxes or social security. A 1099 tax form will be provided to Consultant for services rendered at the end of each calendar year.

H. INSURANCE AND INDEMNITY: Consultant shall furnish to District duly authenticated Certificates of Insurance and Endorsements evidencing compliance with and maintenance of the insurance requirements of the District (a copy of which has been provided to Consultant and which, by signing below, consultant represents to have reviewed), and such other evidence of insurance as may be reasonably required by District from time to time.

Consultant shall indemnify, protect, defend and hold harmless District, its board members, officers, employees, volunteers, attorneys and agents ("Indemnified Parties") from and against any and all claims, suits, actions (including arbitration, administrative or regulatory proceedings), losses, expenses or costs of any kind (including attorneys fees and costs), court costs, interest, defense costs, and expert witness fees (collectively or individually, the "Claims and Costs") related to or arising out of this Agreement or the performance of services hereunder, except such actions, suits, or other proceedings as may arise as a result of the gross negligence or willful misconduct of the District or of its officers, agents, or employees.

I. COMPLIANCE WITH LAWS: Consultant shall comply with all laws and ordinances governing the operation of this agreement. Without limiting the generality of the foregoing, Consultant shall comply with any applicable fingerprinting and TB clearance requirements as set forth in the California Education Code.

J. PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Agreement shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.

K. APPLICABLE LAW/VENUE: If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree to engage in good faith negotiations to attempt to resolve the matter prior to filing any complaint or commencing other legal action. This Agreement shall be governed by the laws of the State of California with venue in Imperial County, California.

L. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties hereto with respect to its subject matter. This Agreement supersedes any and all prior agreements, discussions, or understandings, whether written, oral or implied, with respect to the subject matter of this Agreement. This Agreement may not be modified or amended without the prior written consent of each party.

M. ASSIGNMENT: Consultant may not assign or transfer this Agreement or any obligation hereunder, in whole or in part, to any person or entity except with district's prior written consent.

N. AUTHORITY TO EXECUTE AND DELIVER: Each person executing this Agreement on behalf of the Consultant warrants and represents that he or she is authorized to execute and deliver it, that Consultant has power and authority to perform the Scope of Work and that, by his or her signature below, Consultant is bound by the terms and agreements hereof.

IN WITNESS WHEREOF, the parties hereto have subscribed their names to this Agreement on the dates set forth below.

CALEXICO UNIFIED SCHOOL DISTRICT

CONSULTANT

By: _____
Superintendent

Date: _____

By: _____
Its: _____

Date: _____

IRS # _____

FOR DISTRICT OFFICE USE

Funding Code: _____

Funding Program: _____

Form approved by District Legal Counsel 07/1/2011

Exhibit A

CONSULTANT/COORDINATOR Responsibilities:

1. Act on behalf of the District in the capacity of administering the LEA and SMAA programs.

Specific areas of responsibilities to include, but are not limited to:

LEA Coordinator Responsibilities

Support and assist Business/HR with annual:

PPA (Provider Participation Agreement)

AR (Annual Report)

DUA (Data Use Agreement)

CRCS (Cost and Reimbursement Comparison Schedule)

Attend all DHCS Webinar meetings/updates/trainings

Provide practitioner/provider trainings and coordination annually (or as needed)

Work in conjunction with LEA vendor (Practi-Cal) to improve participation of providers

Monitor program compliance

Ensure and support provider participation, application and facilitation

DHCS, CMS audit prep and attendance

Run CASEMIS reports as required for patient eligibility

Confirm proper licensing/certification of providers prior to participation

Create, simplify and implement Transportation logs to expedite billing and revenue return

Revenue analysis/Annual Report facilitation

Medi-Cal collaborative representation

Participation follow-up with practitioners

Available on-site at schools and District office when required or requested

SMAA/RMTS Coordinator Responsibilities (Assist onsite Coordinator as needed)

Monitor/maintain contract with Orange County LEC Consortium

Work in Coordination with Vendor on invoicing/servicing

Coordinate and provide annual (or as needed) SMAA Trainings

Continually review DHCS link with updates to RMTS, its policies and procedures

Daily monitor/review/follow-up for program participation

Quarterly verification of participants, creating a "Pool List" to participation

Attend LEC meetings on behalf of district

Quarterly SMAA Invoice review, certification and follow-up

Maintain audit binder in compliance with state standards

Medi-Cal collaborative representation

Revenue analysis and reports

Available on-site at schools and District office when required

Exhibit A (cont.)

2. Lori A. Hill will maintain appropriate and compliant documentation related to the performance of this agreement and make available to District for review access to any such documentation.
3. Provide the District with financial, participation, service history and utilization of generated reports. Reports shall include, but not be limited to, information by individual service provider, service type, provider group, services provided to any qualified child, etc. Lori A. Hill will coordinate with District leadership to facilitate reporting time frames and content.
4. Comply with federal guidelines concerning issues of confidentiality of student information.
5. Keep and maintain appropriate charts, files and records of all services rendered by Lori A. Hill under this Agreement and shall prepare in connection with these services all reports and correspondence necessary or appropriate in the circumstances.
6. Work in concert with Medi-Cal officials, the California Superintendent of Public Instruction, the California Secretary of Education and Child Development and other government officials to allow the Districts access to the identities of eligible children.
7. Retain/supply all books, records, and other documents relevant to this Agreement and to funds received and expended hereunder for at least four (4) years after final payment.

Exhibit B
DISTRICT Responsibilities:

1. District shall comply with all County, State and Federal requirements including but not limited to provider procedures and qualifications as outlined in the DHCS Medi-Cal Provider Manual.
2. Provide Consultant appropriate communication and data access to effectively administer the District's Medi-Cal programs.
3. Designate 1 (one) district administrator as a direct contact for resolving program issues.
4. Provide health care and/or related services as defined under State and Federal laws and regulations pertaining to the education of children and youth within the jurisdiction of the District.
5. Provide Consultant, access to District special education and student information systems for the purpose of determining eligible program services.

Keep and maintain appropriate charts, files and records of all professional services rendered by the District, its agents and employees under this Agreement and shall prepare in connection with these services all reports and correspondence necessary or appropriate in the circumstances