

SERVICE AGREEMENT

This Service Agreement ("Agreement") is made and entered into as of the _____ between School Based Reimbursement Partners, LLC, a California Corporation doing business as School Based Reimbursement Partners ("SBR") and Alameda Unified School District a Local Education Agency ("CLIENT"), collectively the "Parties".

TERMS

1. Retention.

CLIENT hereby retains SBR to perform the services required, as described below and subject to the terms and conditions set forth in this Agreement, to submit Medi-Cal outreach claims under California's Department of Healthcare Services ("DHCS") program, Medi-Cal Administrative Activities (MAA).

2. Term and Termination.

- a. This Agreement shall be effective for twelve (12) consecutive months commencing on **July 1, 2019 through Jun 30, 2021** for preparing claims for CLIENT. Claims will be submitted on a quarterly basis.
- b. Either party may terminate this agreement, with or without cause, upon sixty (60) days written notice of such termination to the other. Upon such notice of termination, CLIENT agrees to:
 - (i). Pay SBR all fees for services provided by SBR through the date of termination.; and
 - (ii). Submit for MAA reimbursement all invoices for MAA outreach activities provided by CLIENT during the Term of this Agreement, provided that such claims are documented and submitted to SBR for reimbursement within six (6) months after the earlier of expiration or termination of this Agreement; and
 - (iii). CLIENT shall, upon request, return or destroy, at SBR 's option, all Confidential Information received from SBR and shall certify to SBR its compliance with this provision.
- c. The phrase "Fiscal Year" as used in this Agreement shall refer to the period July 1 though June. 30. The Agreement will govern activities required to be performed by either party to complete obligations undertaken under this Agreement, regardless whether those activities, are to be performed during or after the term of the Agreement.

3. SBR offers the CLIENT the following MAA RMTS Services:

- a. **Program Knowledge.** Maintain knowledge of current billing procedures, rules, and laws for California's MAA program. Maintain knowledge of the Centers of Medicare and Medicaid Services ("CMS") guidelines as they pertain to the provision of services under this agreement
- b. **Review/Assessment.** Assist client with identification of Eligible MAA time survey participants and Preparation of the MAA Time Survey Participant (TSP) Universe.
- c. **Review of RMTS Results.** Review of quarterly RMTS results and when necessary assist the CLIENT with the preparation of the "Coding Appeal Review Report".
- d. **Medi-Cal Percentage Certificate.** Determine CLIENT'S district-wide Medi-Cal population percentage. Eligibility match information will be retained by SBR and will be used to provide Services hereunder.
- e. **Data/Document Storage.** Provide electronic data storage for MAA invoice generation.
- f. **Accuracy.** SBR shall make reasonable efforts to verify the completeness and accuracy of information underlying the MAA invoice it submits on CLIENT's behalf.
- g. **Preparation of MAA Operational Plan/Audit Review.** Assist the CLIENT with the quarterly preparation of the MAA Operational Plan and internal audit of MAA program. This will be completed before the corresponding quarterly MAA invoice is submitted to DHCS for reimbursement.
- h. **DHCS Invoice Generation.** Generate the MAA invoice and submit it to DHCS for reimbursement.

4. CLIENT's Billing Service Obligations.

- a. **MAA Coordinator.** Appoint a contact person who shall serve as coordinator for all CLIENT activities and work directly with SBR's account manager.
- b. **MAA Invoice.** Provide SBR, on a timely basis, all forms, documentation, and fiscal data in a manner prescribed by SBR and as required for the successful preparation and submission of MAA invoices. Provide payroll and general ledger data on a timely basis and as required for the successful preparation and submission of MAA invoices. Notify SBR when CLIENT receives DHCS MAA payment.
- c. **Audit File.** Create and maintain the MAA Operational Plan per DHCS audit requirements.
- d. **Accuracy.** Use its best efforts to insure that the information supplied to SBR hereunder shall be true, complete, and accurate in all respects. CLIENT assumes sole responsibility, and SBR shall have no liability, for the truth, completeness and accuracy of all information supplied to SBR by CLIENT.
- e. **Errors/Omissions.** Notify SBR of any errors and/or omissions in student data, MAA provider data, MAA time survey data, so that SBR may update its systems and if necessary submit a claim adjustment.
- f. **Other.** In addition to the specific obligations set forth above, CLIENT will take such other reasonable actions as SBR may request to facilitate SBR's provision of services under this Agreement

5. Fee and Payment Terms.

CLIENT's initial(s) on those services identified in the table below release SBR to provide and invoice CLIENT for the initialed service when requested by the CLIENT. The CLIENT must make their request for RMTS services in writing and transmit this request to SBR in writing by US-Mail or E-MAIL.

a. Review/Assessment	\$ 1,000.00/Quarter	Initial <u></u>
b. Review of RMTS Results	\$ 1,000.00/Quarter	Initial <u></u>
c. Preparation of Client's Medi-Cal Percentage Certificate	\$ 1,000.00/Annual	Initial <u></u>
d. Preparation of MAA Operational Plan/Audit Review	\$ 1,000.00/Quarter	Initial <u></u>
e. Preparation of Clients Quarterly MAA RMTS Invoice	\$ 1,250.00/Quarter	Initial <u></u>

Note: After the LEC or LGA has submitted Client's MAA invoice to DHCS for payment, SBR's obligation for each submitted quarter is complete. Subsequent requests by DHCS for corrections or revisions are subject to an additional \$250.00 SBR fee

f. MAA Training (includes travel and material)	\$ 250.00/Hr
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Payment by Client for SBR Invoices is due within thirty (30) days from date of invoice. Invoices will reflect all costs incurred in sufficient detail, and SBR shall submit to CLIENT any documentation necessary to substantiate the full and satisfactory performance of the Services of which payment is requested. Such invoices shall reflect the Purchase Order Number provided by CLIENT and be submitted to CLIENT's Accounts Payable.

6. Protection of Confidential information

- a. **Definition.** The parties agree that, because of the sensitive nature of data and in view of the proprietary nature of business information, it is essential that all information, data and materials, whether transmitted in hard copy or in electronic media form, be maintained in each party's confidence. Each party agrees for itself, its employees, agents and independent contractors, that all information and/or data and/or materials received from the other party shall be held in confidence and each party agrees not to reproduce, disclose, or relinquish any data, information or materials to any party other than an authorized representative of the other party.

The parties agree that, because of the unique nature of the data and/or information and/or materials to be transmitted that money damages for breach of the foregoing provision shall be wholly inadequate to fully compensate the aggrieved party and therefore the aggrieved party shall be entitled to full temporary and/or permanent injunctive relief against any breach or threat of breach of the foregoing provisions.

SBR, as both a Covered Entity and Business Associate of CLIENT, agrees to adhere to all Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Family Educational Rights and Privacy Act ("FERPA") and

California Education Code section 49073 requirements related to the electronic transmission and storage of data, privacy and security:

- SBR shall not use the student data provided, for an unauthorized purpose, transfer the student data to an unauthorized third party, or sell said data.
- SBR shall delete or otherwise dispose of student data in its possession after the termination of services under this Agreement.
- SBR shall undertake reasonable precautions to protect the student data and shall promptly report to the District any unauthorized access to the student data.

- b. **Retention of Confidential Information.** CLIENT authorizes SBR in its discretion to dispose of time survey documentation (including but not limited to paper-based documentation such as completed MAA time-survey forms) in a manner that preserves the confidentiality of such documentation, under federal and state law. All CLIENT's MAA time-survey forms submitted to SBR on paper or the MAA-WEB application will be stored electronically for a minimum of three years after the service date. CLIENT shall provide SBR with any and all guidelines it feels are appropriate to the preservation or destruction of private data.

7. Limitation of Liability.

SBR shall not be liable or deemed to be in default for any delays or failure in performance or non-performance or interruption of service under this agreement resulting from any cause beyond the reasonable control of SBR. SBR's liability, under this agreement, is limited to the amount paid by CLIENT for the services under this agreement. SBR shall not be liable for any indirect, consequential, or incidental damages arising out of this Agreement.

In the event CLIENT elects not to utilize SBR's services to prepare its annual CRCS Workbook, or fails to make available information necessary to timely complete the Workbook, SBR will not be liable in any manner for resulting termination of CLIENT from participation in the LEA program or for any resulting disallowances of CLIENT claims.

8. Indemnification

SBR agrees to indemnify and hold CLIENT, its officers, agents, and employees harmless from any and all claims, losses, actions, damages, expenses or liabilities arising out of the negligent acts or omissions of SBR, its officers, agents, or employees by reason of the operation of this Agreement.

SBR shall assume full responsibility for payments of Federal, State, and local taxes or contributions imposed or required under the Social Security, Workers' Compensation and/or income tax laws, or any disability or unemployment law, or retirement contributions of any sort whatsoever, concerning SBR or any employee or agent thereof, and shall further indemnify and hold harmless CLIENT from any such payment or liability arising out of or in any manner connected with SBR's performance under this Agreement.

CLIENT agrees to indemnify and hold SBR harmless from any damage, liability, or cost to the extent caused by the CLIENT's negligent acts, errors, or omissions or anyone for whom the CLIENT is legally liable and within the scope of his/her employment, and arising from the service that is the subject of this Agreement.

9. Anti-Fraud and Abuse.

Notwithstanding anything to the contrary herein this Agreement shall be subject to all applicable federal, state and local laws, regulations and directives concerning the Medical/Medicaid and other medical reimbursement fraud and abuse limitations. To the extent anything contained herein purportedly or actually violates or is challenged as violating any of the above laws, statutes, regulations or interpretations, then the provision in question or this entire Agreement, if necessary, shall be automatically void and of no effect whatsoever.

10. SBR Proprietary Rights.

All computer hardware, operating system software, application software, programs, documentation, specifications, tapes, instruction manuals and similar material utilized and/or developed by SBR in connection with its systems and all patents, trade secrets, copyrights, trademarks, and other intellectual property rights are, as between SBR and CLIENT, the sole and exclusive property of SBR. CLIENT agrees to make no unauthorized use of these materials and systems and to preserve these materials and maintain the confidentiality of any and all of these materials in its possession. Neither this Agreement nor SBR's performance of MAA Services shall give CLIENT any ownership interest in or license to any of SBR's intellectual or other property.

11. Notices.

All notices, claims, correspondence, reports and/or statements authorized or required to be given under this Agreement shall be in writing and may be delivered in person, by overnight courier, or by facsimile if confirmed by first class mail, or sent by certified or registered mail, addressed to the other party at the addresses set forth below. Notices will be effective as of the date personally delivered, or if by facsimile, when confirmed electronically by the sending facsimile machine, or otherwise when actually received.

SBR: School Based Reimbursement Partners LLC
31915 Rancho California Road, Suite 200-286
Temecula, CA 92591
Attn: Partner

CLIENT: Alameda Unified School District
2060 Challenger
Alameda, CA 94501-1037
Attn: Special Education Director

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports, and/or statements authorized or required by the Agreement addressed in any other fashion will not be acceptable, **except invoices and other financial documents, which shall be addressed as indicated under the Section above entitled Fee and Payment Terms.**

12. Miscellaneous.

- a. **Independent Consultant.** It is expressly understood and agreed to by the Parties that SBR, in the performance of this Agreement, is an independent contractor and is not an officer, agent, or employee of the CLIENT. SBR and all of SBR's employees are not entitled to benefits of any kind or nature normally provided employees of the CLIENT and/or to which CLIENT's employees are normally entitled, including, but not limited to, State Unemployment Insurance Compensation or Workers' Compensation. SBR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective SBR's employees.
- b. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Jurisdiction and venue shall be agreed upon in the appropriate courts in the County of Riverside, State of California.
- c. **Severability.** If any provision of this Agreement is held by a court or arbitrator to be invalid or unenforceable, the remaining portions of this Agreement shall remain in full force and effect, and such court or arbitrator shall be empowered to substitute provisions similar to said provision, or other provisions, so as to provide the parties the benefits intended by said provision, to the fullest extent permitted by applicable law.
- d. **Dispute Resolution.** Open communication and cooperation of the Parties is vital to the success of the work described in this Agreement and to the settlement of disputes if they arise. The Parties agree to make a good faith effort to resolve informally any and all differences arising between them in the interpretation or performance of, or payment or nonpayment for, work performed or not performed under the terms of this Agreement. If a dispute persists, either party may suggest an executive meeting for review and resolution. The party suggesting the meeting should identify the issues in dispute and coordinate a face-to-face meeting at CLIENT's site to review the issues and solution options. The executive officer for each party who has full authority to discuss the issues and commit to effective solutions shall attend and participate in the meeting. Also, those persons with firsthand knowledge of the issues must be available for the meeting.

Pending resolution of this dispute, SBR agrees to continue the work diligently to completion. If the dispute is not resolved, SBR agrees it will neither rescind the Agreement nor stop the progress of the work. No dispute under this Agreement shall be subject to litigation proceedings prior to completing the meeting, except for an action to seek injunctive relief.

- e. **Other Remedies.** The parties acknowledge and agree that any actual or threatened misappropriation or infringement of intellectual property or breach of the confidentiality provisions of this

Agreement will cause irreparable harm for which there is no adequate remedy at law, and accordingly, in addition to any other available remedies, a party may seek to enforce its rights with respect to the protection of confidential information or intellectual property hereunder through injunctive relief in any court of competent jurisdiction. In the event that any party has been unable to resolve a dispute in good faith as identified in Section 12 (d), and is required to commence an action to interpret or enforce any of the terms of this Agreement, each party shall pay their own attorney's fees.

- f. **Force Majeure.** Neither party shall be liable for any delay or failure to perform its obligations hereunder resulting from any cause beyond its reasonable control, including but not limited to acts of God, terrorism, weather, fire, explosions, floods, strikes, work stoppages, slowdowns, industrial disputes, accidents, riots, civil disturbances, or acts of government.
 - g. **Assignment.** The CLIENT and SBR, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this Agreement with respect to the terms of this Agreement. SBR shall not assign the whole or any part of this Agreement without the written consent of the CLIENT.
 - h. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors, assignees and legal representatives. It creates no rights in any third parties including any individual in connection with which reimbursement is sought by CLIENT.
 - i. **Counterparts.** This Agreement may be executed in any number of faxed or original counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
13. **Entire Agreement/Modifications.** This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements, either written or oral. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this Agreement by each reference as though fully set forth in each instance in the text hereof. This Agreement may only be modified by written agreement signed by both Parties.

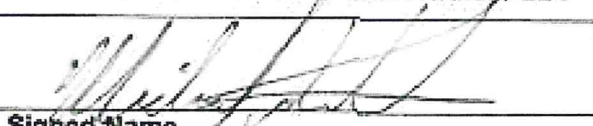
Any purchase order issued by CLIENT in connection with this Agreement is deemed to be issued for CLIENT's administrative or billing identification purposes only. The terms and conditions contained herein shall exclusively govern the Services to be provided hereunder.

14. **Survival.** Sections 2, 5, 6, 7, 8, 9, 10, 11, 12(b) and this Section 14 shall survive termination or expiration of this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by duly authorized persons to be effective as set forth herein.

SBR

School Based Reimbursement Partners LLC



Signed Name

Michael de Anda

Name – Printed

Partner

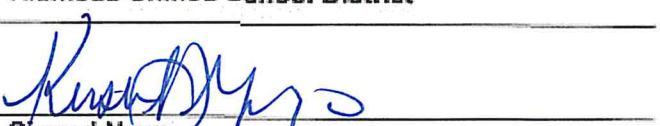
Title

7-25-2019

Date:

CLIENT

Alameda Unified School District



Signed Name

Kirsten Zazo

Name – Printed

Chief Student Support Officer

Title

7-25-2019

Date: