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Memo

To Board of Education
From Kyla Johnson-Trammell, Superintendent
Mara Larsen-Fleming, Director, Health and Wellness

Board Meeting Date September 26, 2018

Subject Agreement
Contractor: CompuClaim, Inc.
Services For: Health and Wellness, Community Schools and Student Services Department

Action Requested and Recommendation Approval by the Board of Education of an Agreement between the District and CompuClaim, Inc., Newport, Rhode Island, for the latter to provide services for the online data collection and management system for the Local Education Agency (LEA) billing options programs, as well as training and administrative support for the Community Schools and Student Services Department which oversees the billing, as described in the Scope of Work, incorporated herein by reference as though fully set forth, for the period of July 1, 2018 through June 30, 2019, in an amount not to exceed \$80,000.00.

Background
(Why do we need these services? Why have you selected this vendor?)
The Local Education Agency (LEA) billing option provides the District with revenue when Medi-Cal enrolled students with IEPs receive direct services from a qualified provider. CompuClaim, Inc. is the District's selected vendor and submits billing claims on behalf of the District.

Competitively Bid Was this contract competitively bid? Yes
If no, exception:

Fiscal Impact Funding resource(s): 5640 – LEA/Medi-Cal Integrated in an amount not to exceed \$80,000.00.

Attachments

- Agreement
- Certificate of Insurance
- Scope of Work



COMPUCLAIM, INC.
221 Third Street
Newport, Rhode Island 02840

MEDI-CAL LEA BILLING OPTION PROGRAM

This Agreement (“Agreement”) is made and entered this 31st day of May 2018 and between the Oakland Unified School District (“local educational agency” or “OUSD”) having an address at 1800 Broadway Suite 680, Oakland, CA 94607, and CompuClaim, Inc. (“COMPUCLAIM”) having an address at 221 Third Street, Newport, RI 02840 (individually “Party,” together “Parties”).

RECITALS

WHEREAS, COMPUCLAIM offers Medi-Cal LEA Billing Option Claiming Services to California local education agencies; and

WHEREAS, OUSD desires to utilize COMPUCLAIM’s billing services; and

WHEREAS, the purpose and subject of this Agreement is limited to the provision of billing services.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, the Parties agree as follows:

1. COMMENCEMENT, DURATION, AND TERMINATION OF SERVICES

- (A) This Agreement shall be effective on the date signed by both Parties and continue through the duration of the current fiscal year. OUSD Obligations under subsections 3(A); 3(D); and (E), hereinafter defined, shall commence on July 1, 2018.
- (B) The term of this agreement shall commence on July 1, 2018 and shall continue until June 30, 2019. This contract is automatically renewed at the beginning of each subsequent fiscal year for an additional twelve (12) months unless one Party has provided written notice of cancellation to the other Party not less than ninety (90) days prior to the renewal date.
- (C) Either Party may terminate this Agreement in the event of material breach by the other Party after providing the breaching Party with a thirty (30) day period to cure the breach or the breach is not cured. If a cure is not possible, the Agreement may be terminated immediately.
- (D) OUSD may terminate this Agreement, with or without cause, upon sixty (60 days) written notice to COMPUCLAIM, provided OUSD pays all fees for services provided through the effective date of termination.



2. COMPUCLAIM OBLIGATIONS

- (A) Eligibility Determination. COMPUCLAIM will determine Medi-Cal eligibility and ascertain Medi-Cal identifier numbers for students served by OUSD within limits imposed by California Department of Health Care Services (“DHCS”) and county governments upon commencement of the LBO services, and monthly thereafter (An updated student extract will be provided by OUSD and sent to CompuClaim for monthly tape match process). Determination of eligibility information will be retained by COMPUCLAIM and will be used solely to provide Medi-Cal billing services hereunder.
- (B) Provider Logs. COMPUCLAIM will provide to OUSD specifically designed web-based provider logs and web-based LBO billing information for use by the OUSD’s healthcare providers in connection with the LBO program and this Agreement, but for no other purpose.
- (C) Training and Support. COMPUCLAIM will coordinate, schedule, and provide training, continuing education, and online support for OUSD staff necessary for the preparation of data required for the submission of LBO claims to Medi-Cal. The training and continuing education shall occur as agreed by the Parties. COMPUCLAIM will maintain knowledge of current billing procedures, rules, and laws for California’s LBO claiming program and knowledge of the Centers of Medicare and Medicaid Services (CMS) guidelines as they pertain to provisions of services under this Agreement.
- (D) Data Input. COMPUCLAIM shall be responsible for providing the online web-based data entry portal for healthcare service logs, student/class enrollment dates, and all information given to COMPUCLAIM by OUSD and for electronic transmittal to the DHCS.
- (E) Access to Data Entry Portal. COMPUCLAIM shall provide a password(s) to the OUSD for use by its designated employees and authorized personnel in connection with this Agreement.
- (F) Reporting of Unauthorized Disclosures or Misuse of Student Information. COMPUCLAIM, within one business day of discovery, shall report to OUSD any use or disclosure of Student Information not authorized by the Agreement or in writing by OUSD. COMPUCLAIM’s report shall identify: (i) the nature of the unauthorized use or disclosure; (ii) the Student Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what COMPUCLAIM has done or shall do to mitigate any effect of the unauthorized use or disclosure, and (v) what corrective action COMPUCLAIM has taken or shall take to prevent future similar unauthorized use or disclosure. COMPUCLAIM shall provide such other information, including a written report, requested by OUSD.



- (G) Return or Destruction of Student Information. Upon termination, cancellation, expiration or other conclusion of the Agreement, COMPUCLAIM shall return all Student Information to OUSD, or if return is not feasible as determined by OUSD in written notice to COMPUCLAIM, destroy any and all Student Information
- (H) Review of Claims. COMPUCLAIM will review all claims for accuracy based upon the data provided by OUSD.
- (I) Claims Submittal. COMPUCLAIM will make reasonable efforts to submit each Medi-Cal claim to DHCS within thirty (30) days of receipt from OUSD of all information necessary for processing each claim. COMPUCLAIM will also make reasonable efforts to submit retroactive claims existing at the commencement of this Agreement so as to minimize revenue lost due to Medi-Cal's one (1) year billing limit. COMPUCLAIM will submit Medi-Cal claims to DHCS on behalf of OUSD.
- (J) Reports. COMPUCLAIM will provide OUSD with the Billing Cycle Evaluation reports for the claims submitted to Medi-Cal.
- (K) Reviews and Audits. COMPUCLAIM will assist OUSD to prepare for Center for Medicaid/Medicare Services and DHCS reviews and audits.

3. OUSD OBLIGATIONS

- (A) Input Data.
 - (i) OUSD shall provide COMPUCLAIM, on a timely basis, all forms, documentation, and data in a manner prescribed by COMPUCLAIM and required for the successful preparation, verification, and submission of claims. Information shall be provided by OUSD so that it may be captured by COMPUCLAIM through the COMPUCLAIM services portal.
 - (ii) Accurate, complete, and correct data necessary for COMPUCLAIM to perform its services hereunder shall be the sole responsibility of OUSD. COMPUCLAIM shall not be responsible for any delays or failure to prepare a claim because of incomplete, inaccurate, or incorrect data provided by OUSD.
 - (iii) OUSD shall notify COMPUCLAIM of any error and omission in information sent to COMPUCLAIM so that COMPUCLAIM may process a claim adjustment for submission to Medi-Cal.
- (B) Training. Arrange for OUSD staff to attend in person or Web based training sessions.



- (C) Contact Person. OUSD will provide a contact person who shall serve as a coordinator for all OUSD activities. The designated person will work directly with COMPUCLAIM staff.
- (D) Healthcare Provider Logs. OUSD will maintain complete and accurate online healthcare provider logs of all healthcare services provided by OUSD and will maintain the logs on an up-to-date basis to allow COMPUCLAIM and/or OUSD to submit a billing to DHCS on a weekly, bi-weekly or monthly basis.
- (E) Computer File. Upon commencement of the Agreement and monthly thereafter, OUSD will provide COMPUCLAIM with a computer file in a format specified by COMPUCLAIM of all student data requested by COMPUCLAIM from OUSD's computer systems or from the computer system of the individual schools OUSD comprises.
- (F) Designation and Responsibilities of OUSD for Its Authorized Users. OUSD shall designate those employees and other personnel ("Users") who shall be given access to its web portal. OUSD shall ensure that its Users are familiar with and will comply with the terms and conditions for use of the web portal as set forth in this Agreement. OUSD shall be responsible for any unauthorized use by its employees and other personnel. OUSD agrees that unauthorized use of passwords issued by COMPUCLAIM is prohibited. OUSD understands that that Users and the OUSD may be held liable for any unauthorized use and distribution of passwords.

4. PAYMENT

- (A) COMPUCLAIM shall submit to OUSD a monthly invoice for fees based on the annual licensing divided by 12 payments effective upon signing of contract with first invoice based on July 1, 2018. Renewal of contract will be effective on July 1st of each subsequent fiscal year.
- (B) (See accompanying pricing in Attachment A).
- (C) Obligations incurred as a result of this Agreement from services provided by COMPUCLAIM to OUSD remain the responsibility of OUSD whether or not LBO funds are recovered by OUSD due to no fault of the COMPUCLAIM or the OUSD.

5. OWNERSHIP OF PROGRAMS, MATERIALS AND RECORDS

All computer hardware supplied by COMPUCLAIM, operating system software, application software, programs, documentation, specifications, tapes, instruction manuals and similar material utilized and/or developed solely by COMPUCLAIM or its contractor(s) in connection with its systems, and all patents, trade secrets, copyrights, trademarks, and other intellectual property rights are, as between COMPUCLAIM, its

contractors and OUSD, the sole and exclusive property of COMPUCLAIM or its



contractors. OUSD 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. All student records, medical records, claims, and other student and medical data developed by OUSD or jointly by COMPUCLAIM and OUSD shall remain the property of OUSD.

6. CONFIDENTIALITY

- (A) The Parties agree that because of the proprietary nature of the software and training materials and the confidential nature of student records and medical 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 to the extent required by law 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 except if the information is public information under the California Public Records Act, and except as required by law.
- (B) The Parties agree that because of the unique nature of the data and/or information and/or materials to be transmitted, 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.
- (C) COMPUCLAIM is designated as a "school official" for OUSD and shall keep student records confidential as required under state and federal law. COMPUCLAIM will maintain and use commercially reasonable administrative, technical, and physical security measures to preserve the confidentiality of electronically maintained data received from OUSD.
- (D) COMPUCLAIM is the licensee of certain software and billing tools including, but not limited to, a web portal. COMPUCLAIM shall allow the OUSD to use the licensed software and/or billing tools on the condition that the OUSD also agrees to be bound by and comply with the licensee's obligations as set forth in Section 9 of the Vendor Agreement. Section 9 of the Vendor Agreement is attached hereto and incorporated herein as Exhibit "A."
- (E) Confidentiality requirements for Vendor with respect to student records are contained in Schedule C of the Vendor Agreement, a copy of which is attached hereto and incorporated herein as Exhibit "B."



7. COMPLIANCE WITH LAWS; HIPAA; FERPA

The Parties shall both comply with any and all applicable laws and regulations governing the conduct of their respective businesses, including, without limitation, (1) confidentiality and rights of review of educational and medical records to the extent applicable, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA), 20 U. S.C. 1232g and 34 C.F.R. Part 99, as amended, and (ii) transaction and code data standards, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA), 45 C.F.R, Part 162, as amended.

8. HOLD HARMLESS AND MUTUAL INDEMNIFICATION

COMPUCLAIM and OUSD shall each defend, indemnify, and hold the other Party and its officials, officers, employees, consultants, contractors, subcontractors, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, to the extent arising out of or incident to any negligent acts, omissions, or willful misconduct of the indemnifying Party or its officials, officers, employees, consultants, contractors, subcontractors, volunteers, and agents arising out of or in connection with the performance of this Agreement, including without limitation, the payment of consequential damages and attorneys' fees and other related costs and expenses.

9. ERRORS AND OMISSIONS

It is recognized by the OUSD that errors in processing Medicaid claims may occur, resulting in the disallowance of claims and/or demands that the OUSD return funds paid to it by Medicaid and/or the California Department of Social Services. The disallowance of claims and/or demands for return of funds paid may be the result of human error, whether by the OUSD or COMPUCLAIM, but may also be the product of existing ambiguities in the laws and regulations regarding the appropriate manner of processing claims and/or eligibility for reimbursement for various types of services. Accordingly, while COMPUCLAIM will use its best efforts to process the OUSD's claims and to remedy any defects, the OUSD will indemnify, defend, and hold COMPUCLAIM harmless for any and all disallowance of claims; and any and all demands, claims, suits, actions or judgments for return of Medicaid and/or Department of Social Services funds arising out of COMPUCLAIM's good faith performance of its duties under this contract. It is further agreed by and between the parties that in the event that the OUSD is required to return Medicaid and/or Department of Social Services funds due to inaccurate information provided by the district to COMPUCLAIM, any portion of those amounts that were paid to COMPUCLAIM as compensation for COMPUCLAIM's provision of services under this contract will be non-refundable.



In the event the OUSD is required to return funds to Medicaid and/or the Department of Social Services due to an error directly attributable to COMPUCLAIM, the OUSD agrees that its remedy shall be limited to a return of fees paid to COMPUCLAIM for the claim that contained such error. During the course of this contract COMPUCLAIM will maintain an active Errors and Omissions Policy.

10. INTELLECTUAL PROPERTY

If, in the performance of this contract, the OUSD its employees, agents and servants are given access to information that COMPUCLAIM considers confidential, the rights and obligations of the parties with respect to such information shall be governed by the terms and conditions set forth below.

- A. For the purposes of this contract, “Confidential Information” is information of any kind, disclosed by COMPUCLAIM to the OUSD, its employees, agents, and servants and is identified by appropriate marking as confidential at the time of disclosure. In the event that Confidential Information must be disclosed visually or orally, these obligations shall apply only to that information which is confirmed as being confidential in writing by COMPUCLAIM within ten (10) working days of the disclosure.
- B. It is agreed by COMPUCLAIM and the OUSD that the obligations of confidentiality shall not attach to information which:
1. is publicly available prior to the date of the Agreement or becomes publicly available thereafter through no wrongful act of the OUSD;
 2. was known to the OUSD prior to the date of the Agreement or becomes known to the OUSD thereafter from a third party having an apparent bona fide right to disclose the information;
 3. is disclosed by the OUSD in accordance with the terms of COMPUCLAIM’s prior written approval;
 4. is disclosed by COMPUCLAIM without restriction on further disclosure;
 5. is independently developed by OUSD;
 6. The OUSD is obligated to produce pursuant to an order of a court of competent jurisdiction or a valid administrative or congressional subpoena, or state or federal law, provided that the OUSD promptly notifies COMPUCLAIM.
- C. The OUSD shall use COMPUCLAIM’s Confidential Information solely for the purpose of performing its obligations under this contract. The OUSD agrees to make Confidential Information available only to the OUSD employees, agents, or servants who require access to it in the performance of this contract, and to inform them of the confidential nature of such information. The OUSD shall exert reasonable efforts to



maintain such information in confidence. The OUSD shall immediately, upon discovery of any disclosure not authorized hereunder, notify COMPUCLAIM and take reasonable steps at OUSD to prevent any further disclosure or unauthorized use. These obligations shall survive the termination of this contract. At the termination of this contract, the OUSD agrees to promptly return any and all materials marked as confidential in accordance with subsection A above.

11. LIMITATION OF LIABILITY ARISING FROM DEFAULT IN SERVICES

COMPUCLAIM 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 COMPUCLAIM. COMPUCLAIM's liability, under this Agreement, is limited to the amount paid by OUSD for the services under this Agreement. COMPUCLAIM shall not be liable for any indirect, consequential, or incidental damages arising out of this Agreement.

12. WARRANTY LIMITATION

COMPUCLAIM makes no representation or warranties expressed or implied, including, but not limited to, the warranties of merchantability and fitness for a particular purpose, arising by operation of law or otherwise, except as expressly stated herein.

13. WORKERS' COMPENSATION

For the purpose of workers' compensation coverage, the Stanislaus County Superintendent of Schools, who hires the staff for the COMPUCLAIM and functions as the administrative unit of the COMPUCLAIM, shall be the employer for COMPUCLAIM staff and shall bear the responsibility of providing workers' compensation insurance or coverage for its employees providing COMPUCLAIM services covered by this Agreement.

14. GENERAL

- (A) Effect of Recitals. The Recitals above are deemed true and correct are hereby incorporated into this paragraph as though fully set forth herein, and OUSD and COMPUCLAIM acknowledge and agree that they are bound by the same.
- (B) Entire Agreement. This Agreement constitutes the entire Agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings of the Parties for the provision of LBO services by COMPUCLAIM.
- (C) Successors. This Agreement shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the respective Parties hereto. Each Party agrees that there are no third-party beneficiaries to this Agreement except to



the extent provided herein. Neither Party may assign this Agreement in whole or in part, without the prior written consent of the non-assigning Party.

- (D) Attorneys' Fees. In the event that COMPUCLAIM or OUSD commences a legal proceeding, each Party shall pay its own legal fees.
- (E) Severability. In the event that any term or provision of this Agreement is held to be illegal, invalid, or unenforceable under the laws, regulations or ordinances of the federal, state or local government, such term or provision shall be deemed severed from this Agreement and the remaining terms and provisions shall remain unaffected thereby.
- (F) Notices. Any notice sent pursuant to this Agreement shall be sent by certified mail to the Parties at their respective addresses.
- (G) Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of California, as applicable.
- (H) Anti-Fraud and Abuse. Notwithstanding anything to the contrary herein, this Agreement shall be subject to all applicable federal, state, and local laws, and regulations and directives concerning Medicare/Medicaid and Medi-Cal OUSD billing and other medical reimbursement, fraud, and abuse limitations. To the extent anything contained herein violates 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.
- (I) Survival of Non-disclosure Obligation. The obligation of non-disclosure and confidentiality in this Agreement shall survive the termination of the Agreement and shall be in full force and effect notwithstanding such expiration or termination.
- (J) Descriptive Headings. The descriptive headings in this Agreement are for convenience and reference only and in no way affect or alter the intent or effect of this Agreement.
- (K) Amendments. This Agreement may only be modified amended by a written document executed by both OUSD's governing board and COMPUCLAIM.

15. OUSD GOVERNING BOARD AUTHORIZATION

OUSD affirms that the individual signing on behalf of the OUSD below is authorized by the Governing Board to execute this Agreement.

[Signature Page Follows]



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

BY: OAKLAND UNIFIED SCHOOL DISTRICT

Signature:

Name:

Aimee Eng
Aimee Eng
President, Board of Education

Michelle Johnson-Trammell
Michelle Johnson-Trammell
Secretary, Board of Education

Title:

Date:

BY: COMPUCLAIM, INC

Signature:

Peter Carson
Peter Carson

Name:

Title:

President

Date:

5/21/18

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM AND SUBSTANCE

By: *[Signature]* 8/31/18
Michael L. Smith, Attorney at Law
(ASCB 8/31/18)

OUSD or the District verifies that the Contractor does not appear on the Excluded Parties List at <https://www.sam.gov/>



PRICING PROPOSAL

Based on the current needs of the OUSD CompuClaim proposes the following pricing:

Description	Cost	Total Cost
Annual licensing fee	\$73,500	\$ 6,125 invoiced monthly beginning from service date July 1, 2018
**IEP Validation Tool	\$10,000	\$0 IEP Validation Tool fee will be waived during the length of contract agreement between CompuClaim and OUSD.
On-site Administrator and Provider Training	1day onsite training included. Additional days at \$1,500 per day. Travel, meals, and lodging not included	\$0.00 T.B.D.
Web based training sessions	\$0 Includes training of additional staff as needed	\$0
Paper Logs	\$ 0 CompuClaim will train district Admin on process to enter paper log documentation from the district	\$0
Paper Logs submitted to CompuClaim	CompuClaim will enter paper logs on behalf of the district if provided in approved format as determined by CompuClaim	If format cannot be provided as needed there will be an Administrative fee TBD between OUSD and CompuClaim
***Additional customization	All additional customization requests will be indicated in a change request and will be considered new development	\$180 per hour depending on complexity of change request.

Installation includes configuration of OUSD proposal.

- Group student schedule sessions.
- Transportation to include mileage and total trips will be extracted from electronic transportation software currently used by OUSD if provided in CompuClaim approved format.
- All state mandated changes are configured at no charge to the district through the contract agreement



Please complete contact information for submission of invoices from CompuClaim as outlined in license agreement.

Electronic Invoicing Information Sheet

FOR ELECTRONIC INVOICING		
Name:		
School District:		
Phone:		
Email:		
Address:		
City:	State:	Zip Code:

Special Instructions/PO#