

Suggested Amendments to the SMAA LEC Contract

Sutter County Superintendent of Schools

MEDI-CAL ADMINISTRATIVE CLAIMING AGREEMENT

This Agreement is made and entered into this 1st day of July, 2014, by and between the _____ (hereinafter referred to as "local educational agency" or "LEA") having an address at _____ and the Sutter County Superintendent of Schools, Region 3 Local Educational Consortium (hereinafter referred to as "LEC") having an address at 970 Klamath Lane, Yuba City, CA 95993; (hereinafter referred to individually, the "Party" and collectively, the "Parties").

RECITALS

- A. The Department of Health Care Services ("DHCS") is the single State agency responsible for administering the California Medical Assistance Program ("Medi-Cal") and the School-based Medi-Cal Administrative Activities Program ("SMAA") for Local Educational Consortia, Region 3, in accordance with California Welfare and Institutions Code Section 14132.4(c)(1). The catalog of Federal Domestic Assistance ("CFDA") number for this federal program is 93.778, Medical Assistance Program ("Medi-Cal").
- B. LEC in accordance with California Welfare and Institutions Code Section 14132.47, subdivision (q)(1), is the agency responsible for the local education agencies in its service region that participate in the Administrative Claiming process. This responsibility includes, but is not limited to, the preparation and submission of all administrative claiming plans, training of local educational agency staff, overseeing the local education agency time survey process, and the submission of detailed quarterly invoices on behalf of any participating local education agency.
- C. LEC has entered into that certain Agreement (Contract # 14-90203) with DHCS for Administrative Services Related to Medi-Cal Administrative Activities, dated July 1, 2014, and effective through June 30, 2017.
- D. Pursuant to the DHCS Contract, LEC has agreed to act as the administrative agency for matters on behalf of the local educational agencies claiming reimbursement of federal monies for Medi-Cal Administrative Activities ("MAA") services in accordance with California Welfare & Institutions Code Section 14132.47.
- E. LEA is located within the LEC Region 3 and regularly makes claims under Medi-Cal. LEC and LEA desire to enter into an agreement memorializing the respective obligations of the Parties in connection with the submission of the Medi-Cal invoices to the DHCS for reimbursement from the Federal government.
- F. Four regional Local Educational Consortia formed the Central California SMAA Consortia (hereinafter referred to "CCSC") to share the duties associated with the operation of the RMTS (Random Moment Time Study) methodology. The CCSC is comprised of the following Regional Local Educational Consortia:

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- o Region 3 (Sutter County Superintendent of Schools)
- o Region 4 (Contra Costa County Office of Education)
- o Region 5 (Santa Cruz County Office of Education)
- o Region 6 (Stanislaus County Office of Education)

G. While the CCSC will combine Local Educational Consortiums for the purpose of creating a minimum of two RMTS participant pools that can create a statistically valid random sample of moments, the LEA claiming units will continue to individually invoice DHCS through their respective Local Educational Consortiums. DHCS will continue to enter into signed agreements with the individual Local Educational Consortiums and not enter into any agreement(s) with any consortia as a whole.

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- o The quarterly time survey moments for each RMTS will be randomly distributed among its time survey participants. All of the LEA claiming units within the consortia whose staff are in a given RMTS participant pool that have satisfied the established participant standards will use these RMTS results in the calculation of their individual invoice to be submitted to DHCS. LEA shall not be prohibited from sustaining its own RMTS universes, if permitted by CMS.

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NOW, THEREFORE, in consideration of the foregoing Recitals, and the terms and conditions contained herein, the Parties hereby agree as follows:

1. COMMENCEMENT, DURATION AND TERMINATION OF SERVICES

This Agreement shall be effective for twelve (12) consecutive months commencing July 1st, 2014 and covers four consecutive quarters. This Agreement shall automatically renew for additional periods of 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. LEC shall notify the LEA 90 days in advance of the renewal date, and LEA shall provide LEC with written confirmation of its intention to continue the contract under its present terms and conditions.

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LEA may terminate this agreement, with or without cause, ninety (90) days prior to the beginning of any RMTS applicable quarter as defined above. However, once the LEC has submitted a "Time Study Participant Roster Report" according to the DHCS SMAA manual guidelines and requirements, they may not terminate until the next quarter survey period. The LEA will be responsible for maintaining participation during these quarters. If the LEA terminates on or before July 1st of any fiscal school year, the LEA will be responsible for the LEC fees for the next averaged quarter. Written notice must be sent to LEC and the LEA agrees to pay all mutually agreed to documented LEC fees for services provided by the LEC through the effective date of termination.

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2. OPERATING PROCEDURES/SERVICES PROVIDED

LEC shall be responsible for [the tasks delineated in California Welfare and Institutions Code Section 14132.47 subdivision \(q\)\(1\)](#) as incorporated in this agreement as Exhibit A.

A. **Services Provided:** LEC will provide the following services to LEA's. The LEC shall:

- (1) [Coordinate, schedule, and provide necessary training as requested by the LEA to representatives of each LEA according to the DHCS SMAA RMTS requirements.](#)
- (2) [Ensure LEA claiming unit's RMTS coordinator has access to the RMTS system for tracking completion of moments, and can generate needed reports in order to achieve the required 85% compliance rate.](#)
- (3) [LEC shall provide LEA a copy of the quarterly time survey participant roster report at the time the report is submitted to DHCS.](#)
- (4) [Code all SMAA RMTS "moments", review the moments to ensure they are complete and shall offer the LEA the option to be the first coder. For each quarterly time survey period for which random moments are assigned, each LEC will make available to the LEA claiming units in their Time Survey Participant \(TSP\) Universe\(s\) the results of the claiming unit's TSP responses to the random moments that were generated and to the codes that were assigned to each response by the LEC's central coders. Each LEA claiming unit will have 30 days to review the coding data and submit an appeal to the LEC for any specific coding assignment for which the LEA claiming unit disagrees. The LEC shall have 30 days to respond to any appeals submitted.](#)
- (5) [Process quarterly RMTS results for each participant universe, and make these results available to the LEA claiming unit for inclusion in its quarterly invoice.](#)
- (6) [Provide the required SMAA documents for operational plans and give direction to LEA's for gathering necessary audit materials for each claiming unit for each quarter.](#)
- (7) [Submit LEA invoices to the Department of Health Care Services for each survey quarter.](#)
- (8) [Offer the LEA the option of the LEC preparing the quarterly invoice for a mutually agreed to fee.](#)
- (9) [Provide the LEA a "hard copy" RMTS methodology to capture the moments for those Time Survey Participants \(TSP\) who cannot access the SSP for completing the assigned moment.](#)
- (10) [Conduct a minimum 10 percent review of all coded moments and clarifying moments each quarter prior to submission of quarterly invoices as required by the SMAA manual.](#)
- (11) [Offer the LEA the option of providing the "tape match percentage" from data](#)

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submitted by LEA's.

- (12) Assist LEAs to prepare for Center for Medicare and Medicaid Services and Department of Health Care Services site reviews and audits.
 - (13) Perform all aspects of the Random Moment Time Study (RMTS) methodology processing and provide all necessary support, programs and processes including technical assistance as requested by the LEA.
 - (14) LEC reserves the right to not certify invoices that do not comply with State and Federal SMAA requirements.
 - (15) LEC shall certify to DHCS the amount of LEA general funds or other funds allowed under Federal law and regulation expended on the allowable SMAA activities.
 - (16) LEC shall delegate certain administrative activities to vendors to assist with the administration of the program.
 - (17) LEC shall certify to DHCS:
 - a. The availability and expenditure of funds for all non-Federal share costs of performing Program activities.
 - b. The expenditures of LEA that represent costs eligible for Federal financial participation in the fiscal year.
 - (18) Issue reimbursement to District on claims approved and paid by DHCS within 30 days of receipt.
 - (19) Maintain LEC SMAA Audit Binder, pursuant to the State-approved SMAA Claiming Plan.
 - (20) LEC will act as the liaison between LEA and DHCS and forward any policies and procedures and informational materials to the LECs on a timely basis.
- B. LEA shall provide the following and as incorporated in this agreement as Exhibit A:
- (1) Adhere to all timelines established by LEC and DHCS. Submit all forms, documentation, and fiscal data in a manner prescribed by LEC and as required for the successful preparation and submission of SMAA RMTS claims pursuant to California law.
 - (2) Initially and for every quarter thereafter, provide a list of participants with authorized job titles and their individual work hours as defined by the SMAA manual.
 - (3) Yearly and quarterly, provide to the LEC approved school calendars and notify the LEC of any changes in the approved school calendar prior to the beginning of each quarter.

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- (4) Arrange for LEA Time Survey Participant (TSP) staff to have access to the SSP Vendor website for moment completion or provide a hard copy version to satisfy the moments.
- (5) Arrange for the LEA MAA Coordinator(s) or Designee to attend required training sessions related to the [PSP list](#), RMTS methodology and [central coding](#).
- (6) [Arrange for the RMTS coordinator to monitor completion of all random moments assigned to its time survey participants.](#)
- (7) Provide a contact person who shall serve as coordinator for all programmatic and fiscal LEA SMAA RMTS activities.
- (8) [Ensure that RMTS coordinator responds to the report sent by the LEC of the LEA's quarterly TSP responses, with their assigned codes and any clarifying questions and answers within the 30 day window established in the SMAA manual, and appeals any coding where there is disagreement.](#)
- (9) [At its option, delegate certain administrative activities to a vendor of its choosing, included but not limited to preparing quarterly SMAA invoices, and processing the "tape match percentage". The LEA may include vendor's allowable costs on its invoice, to the extent the same tasks are not performed by the LEC and with the understanding that the total vendor fees cannot exceed 15 percent nor can these fees be contingent on the amount of reimbursement.](#)
- (10) Notify LEC of any errors and/or omissions in information sent to LEC so that may process a claim adjustment for submission to [DHCS](#).
- (11) During each time study quarter, the LEA will be required to maintain a minimum response rate of 85% of the moments assigned the LEA TSP's. If the LEA is unable to maintain a return rate of 85% of valid moments assigned, the LEA will have sanctions applied according to Section 11, SANCTIONS of this agreement.
- (12) Federal regulations require that a LEA maintain all records in support of allowable MAA activities for a minimum of five (5) fiscal years after the end of the quarter in which the LEC receives reimbursement from DHCS for the expenditures incurred. If an audit is in progress, or is identified as forthcoming, all records relevant to the audit must be retained throughout the audit's duration or final resolution of all audit exceptions, deferrals, and/or disallowances whichever is greater. All records retained must be stored ready-to-review in an Audit file: these files must be available to LEC, State, and Federal reviewers and auditors upon request in accordance with record retention requirements set forth under Title 42 of the Code of Federal Regulations (CFR), Section 433.32. Similarly, the documents that support the construction of a MAA claim must be kept five years after the last claim revision.

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- (13) LEA will ensure that invoice claims conform to all DHCS requirements at the time such claims are processed.
- (14) In the event an LEA reimbursement is disallowed after disbursement, the LEA must repay the disallowed amount to DHCS via the LEC and develop a revised invoice for LEC's review and submittal to DHCS. LEC will submit the revised invoice and repayment to DHCS for reconsideration pursuant to California Welfare & Institutions Code Section 14132.47, subsection (k). Should LEC take action to collect disallowed costs not paid by the LEA, the LEA shall reimburse LEC for all costs associated with such action, including, but not limited to any attorney's fees.

3. FEE SCHEDULE

LEA shall pay the LEC a quarterly fee according to the following structure:

1. LEA shall pay to LEC, a fee based upon the services provided, which shall be based upon actual costs. This fee includes the DHCS Participation Fee and all services jointly agreed to by both parties. LEA fees will be deducted by the LEC from the DHCS reimbursements prior to disbursement to the LEA.
2. The DHCS administrative fee, including the LEC obligation to DHCS, may be reviewed and/or adjusted on a yearly basis so that the fees collected cover both the LEC and DHCS obligations as determined by review of actual costs.

LEA acknowledges that it will only claim vendor fees for services not provided by the LEC and that the total vendor fees of the LEC and LEA together cannot exceed 15 percent. The LEAs shall be entitled to claim any LEC or vendor fees on their invoice.

4. OWNERSHIP OF PROGRAMS AND CONFIDENTIALITY OF REPORTS

All computer hardware supplied by LEC, operating system software, application software, programs, documentation, specifications, tapes, instruction manuals and similar material utilized and/or developed solely by LEC in connection with its systems and all patents, trade secrets, copyrights, trademarks, and other intellectual property rights are, as between LEC and LEA, the sole and exclusive property of LEC. LEA 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 such material developed jointly with LEC and LEA shall remain the property of LEC and the LEA.

LEC is the licensee of certain software and billing tools including, but not limited to, a web-site from a third-party contractor (“SSP Vendor”). In an agreement with the Vendor (“SSP Vendor Agreement”) LEC, as the licensee, has agreed not to interfere with SSP Vendor’s proprietary rights, to maintain the confidentiality of certain information and to restrictions on use of the SSP Vendor’s product. LEC shall allow the LEA to use the licensed software and/or tools on the condition that the LEA also agrees to be bound by and comply with the licensee’s obligations as set forth in Section 8 of the SSP Vendor Agreement. Section 8 of the SSP Vendor Agreement is attached hereto and incorporated herein as Exhibit “C.”

5. CONFIDENTIALITY OF DATA

The Parties agree that because the RMTS data includes participant specific information, and out of the respect for the privacy of this data 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 held 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 as required by law.

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

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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.

6. INPUT DATA

Accurate, complete, and correct data necessary for LEC to perform its services hereunder shall be the sole responsibility of LEA. LEC shall not be responsible for any delays or failure to prepare a claim because of incomplete, inaccurate, or incorrect data provided by LEA.

LEC shall be responsible for the input of all information given to LEC by LEA in a reasonably accurate, complete and correct form provided same is provided to LEC by LEA. Any errors, mistakes or liability in connection with the failure of LEC to input such data, provided such data has been accurately, completely and correctly transmitted to LEC, shall be the sole responsibility of LEC and shall be corrected by LEC. The repayment of any invoice adjustments resulting from input errors by the LECs by the LEAs shall be their responsibility. The repayment of any invoice adjustments resulting from input errors by the LECs shall be their responsibility.

7. DESIGNATION AND RESPONSIBILITIES OF LEA FOR IT'S AUTHORIZED USERS.

LEA shall designate those employees and other personnel ("Users") who shall be given access to the LEC approved SSP web-site for completion of the RMTS moments. LEA shall ensure that its Users are familiar with and will comply with the terms and conditions for use of the web-site as set forth in this Agreement. LEA shall be responsible for any unauthorized use by its employees and other personnel. LEA agrees that unauthorized use of passwords issued by LEC or SSP vendor is prohibited. LEA understands that Users and the LEA may be held liable for any unauthorized use and distribution of passwords.

8. LIMITATION OF LIABILITY ARISING FROM DEFAULT IN SERVICES

LEC 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 LEC. LEC's liability, under this agreement, is limited to the amount paid by LEA for the services under this agreement. LEC shall not be liable for any indirect, consequential, or incidental damages arising out of this agreement. Professional liability insurance shall be maintained by any vendor for the SMAA program.

9. WORKERS' COMPENSATION

For the purpose of workers' compensation coverage, LEC shall be the employer and shall bear the responsibility of providing workers' compensation insurance or coverage for any person providing services covered by this Agreement.

10. HOLD HARMLESS AND MUTUAL INDEMNIFICATION

LEC and LEA shall each defend, indemnify, and hold the other Parties and their officials, officers, employees, consultants, 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 or incident to any negligent acts, omissions, or willful misconduct of the indemnifying Party or its officials,

officers, employees, consultants, 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 attorney's fees and other related costs and expenses.

11. SANCTIONS

The SMAA RMTS methodology requires that the overall pool of moments have at least an 85% return rate of valid moments. If the return rate of valid moments is less than 85%, then all non-returned moments will be coded as non-allowable (Code 1).

To ensure that enough moments are met for the entire pool of moments, the moments assigned each LEA must have a minimum of 85% compliance. If the LEA has non-returns greater than 15% of the total moments assigned for a quarter, the claiming unit will receive a warning letter. The LEA's Superintendent or equivalent will be copied on all warning letters sent to the LEA Coordinator. If the LEA is in default the next quarter after being warned, they will not be able to participate for the remainder of that fiscal year.

12. GENERAL

- A. 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 in connection therewith.
- B. 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 except in connection with the sale of all or substantially all of its assets or outstanding capital stock.
- C. 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.
- D. NOTICES - Any notice sent pursuant to this Agreement shall be sent by certified mail to the Parties at their respective addresses.
- E. STATE LAW - This Agreement shall be governed by and construed in accordance with the laws of California.
- F. 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 Medicare and 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.
- G. 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.

H. DEFINITIONS OF SUBRECIPIENTS AND VENDORS – Pursuant to Department of Health Care Services, PPL No. 13-004, dated May 17, 2013, *Notification of Contractual Agreement Language changes to add the Catalog of Federal Domestic Assistance Number 93.778 and Definitions of Subrecipients and Vendors*, attached as Exhibit B and incorporated into this agreement.

I. INTEGRATION – This agreement, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the Parties’ rights, duties and obligations with respect to the transaction discussed in the agreement and supersedes all prior Contracts, understandings and commitments, whether written or oral.

13. CONTRACTS WITH THIRD PARTY FOR SOFTWARE

A. Pursuant to California Welfare & Institutions Code Section 14132.47, subdivision (d), the LEC may subcontract with one or more third-party vendors for the provision of administrative activities necessary for the proper and efficient administration of the Medi-Cal program. These services may include software and/or tools including, but not limited to, a web-site, which can be used by LEC and LEA for the collection of data, records and information, for the maintenance of the data, records and information, and for other SMAA RMTS services provided pursuant to this Agreement.

B. LEA understands and acknowledges that the LEC has heretofore entered into a license agreement with a third-party vendor (“Vendor”) for the provision of software and/or tools including, but not limited to, a web-site, which may be utilized by both Parties to transmit and store information in connection with this Agreement. Notwithstanding the foregoing, LEC shall not be in breach of this Agreement in the event that the current Vendor Agreement is terminated for any reason. [The LEC will ensure that services provided under this agreement are not interrupted should a Vendor Agreement be terminated, and is liable for any negative financial impact to the LEA if claiming is disrupted through no fault to the LEA](#)

C. If LEC enters into another third-party contract for the provision of software and/or tools and that third-party contractor will have access to LEA’s student records or be required to maintain the student records of LEA, LEC shall include in the third-party contract the same provisions, or provisions substantially similar to those set forth in Exhibit “C” attached hereto and incorporated herein.

14. WARRANTY LIMITATION

LEC 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.

15. LEA GOVERNING BOARD AUTHORIZATION

If applicable, the LEA affirms that this Agreement has been approved by the Governing Board of the LEA at its meeting of _____ and that the individual signing on behalf of the LEA below is authorized by the Governing Board to execute this Agreement.

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

LEA:	SCHOOL DISTRICT	LEC:	SUTTER COUNTY SUPERINTENDENT OF SCHOOLS
By:	_____	By:	_____
Name:	_____	Name:	Bill Cornelius
Title:	_____	Title:	Superintendent
Date:	_____	Date:	_____

EXHIBIT A – Medi-Cal Administrative Claiming Agreement

Task

Operating Procedures	LEC Coordinator	LEA Coordinator
1. Evaluate LEA MAA program to ensure appropriate participation	✓	✓
2. Develop and review audit files	✓	
3. Maintain audit files and store data required to support operational plan		✓
4. Review operational plan for quality assurance and compliance	✓	✓
5. Provide and/or ensure RMTS training for coordinators	✓	
6. Provide web-based RMTS Software System Platform (SSP) for RMTS moment completion	✓	
7. Provide 100% coding of moments and clarification of moments if necessary	✓	ADD
8. Provide "Best Practices" - Hard Copy RMTS Moment (if applicable)	✓	✓
9. Provide LEC an Approved School Calendar annually and every quarter thereafter as changes occur or upon request. Certify calendar in system after it has been entered by LEC		✓
10. Input LEA Calendar into SSP, update periodically and certify	✓	
11. Rosters: First period of RMTS implementation: <u>LEA may enter TSP roster via an uploaded template, or may enter and/or update the TSP information manually until the final cut off date established by the SSP vendor, which shall be no later than 10 working days before the first 5 day notices of a random moment are emailed to participants.</u>	✓	
12. Rosters: All subsequent quarters TSP roster/schedules must be updated		✓

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Operating Procedures	LEC Coordinator	LEA Coordinator
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13.	<u>LEC/LEA shall certify the RMTS coding report after agreement has been reached on the coding of all moments, or the appeal process has been completed.</u>	✓	✓
14.	Offer support both programmatically and fiscally	✓	
15.	Supply RMTS results for invoice process	✓	
16.	Generate/provide LEA Medi-Cal percentage (tape match)	✓	<u>ADD</u>
17.	Provide fiscal training, materials and forms	✓	
18.	Review and provide all fiscal data necessary to process RMTS invoice	✓	<u>ADD</u>
19.	Review LEA fiscal data and prepare invoice for reimbursement	✓	<u>ADD</u>
20.	Prepare and submit invoice to DHCS for payment	✓	<u>ADD</u>
21.	Process DHCS invoice reimbursements send reimbursement payments to LEAs	✓	

EXHIBIT B – Medi-Cal Administrative Claiming Agreement

Revised Contractual Agreement Language for Subrecipients and Vendors in Accordance with the Catalog of Federal Domestic Assistance Number 93.778 for School Based Medi-Cal Administrative Activities Program and Definitions for Subrecipients and Vendors incorporated into the contract between Sutter County Superintendent of Schools and Department of Health Care Services.

Definitions

A. The following definitions are applicable to this Contract.

- 1) “CFDA number” means the number assigned to a federal program in the Catalog of Federal Domestic Assistance (CFDA).
- 2) “Federal award” means federal financial assistance and federal cost-reimbursement contracts that non-federal entities receive directly from federal awarding agencies or indirectly from pass-through entities. It does not include procurement contracts, under grants or contracts, used to buy goods or services from vendors.
- 3) “Federal awarding agency” means the federal agency that provides an award directly to the recipient.
- 4) “Federal program” means all federal awards to a non-federal entity assigned to a single number in the CFDA.
- 5) “Pass-through entity” means a non-federal entity that provided a federal award to a subrecipient to carry out a federal program.
- 6) “Recipient” means a non-federal entity that expends federal awards received directly from a federal awarding agency to carry out a federal program.
- 7) “Subrecipient” means a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency. Guidance on distinguishing between a subrecipient and a vendor is provided in OMB Circular A-133.

A. “Vendor” means a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a federal program. These goods or services may be for an organization’s own use or for the use of beneficiaries of the federal program. Additional guidance on distinguishing between a subrecipient and a vendor is provided in OMB Circular A-133.

B. The definitions in Section 8, Item 8.A. shall be included in all of Contractor’s contracts with subrecipients and vendors.

EXHIBIT C – Medi-Cal Administrative Claiming Agreement

PROPRIETARY RIGHTS; PROTECTION OF CONFIDENTIAL INFORMATION; DATA STORAGE.

1.1. **Ownership.** LEA and LEC acknowledges that PCG owns the System Service, that the System Service is not generally published, and that the System Service embodies the Confidential Information of PCG. All right, title, and interest in and to the System Service, including, without limitation, all copyrights, trade secret rights, and other intellectual property rights pertaining in and to the System Service shall remain vested in PCG and its third-party licensors. PCG acknowledges that LEA and LEC owns all of the data inputted by each LEA and LEC User and any and all reports produced as a result of using the System Service. LEA and LEC acknowledge that PCG shall only have the right to aggregate any data input by LEA and LEC Users for PCG’s own purposes, upon direct permission on a case by case basis by the LEA. Any aggregated report may not use or disclose personal or individual identifying information.

1.2. **Confidentiality Obligations.** Each Party agrees that: (i) neither Party will disclose to any third party any of the other Party’s Confidential Information except to the receiving Party’s employees and contractors with a need to know and who have agreed in writing to confidentiality obligations substantially the same as those set forth herein; (ii) each Party will use the same degree of care it uses to maintain the confidentiality of its own information of similar importance in its possession or control, but in no event less than a reasonable degree of care; and (iii) neither Party will use or authorize the use of Confidential Information for any purpose other than to fulfill such Party’s obligations hereunder. Each Party agrees that neither Party will disclose to any third party any of the terms of this Agreement, which will be treated as Confidential Information, except to the receiving Party’s employees, contractors, and advisors with a need to know and who have agreed in writing to confidentiality obligations substantially the same as those set forth herein, and neither Party will use the terms of this Agreement for any purpose other than to fulfill such Party’s obligations under this Agreement, except as either Party is otherwise required by law. The Parties may modify these obligations through express written agreements.

This section is referenced in Section 13.

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