



TO: Board of Directors
FROM: Robert Hascall, Director of Special Services
SUBJECT: Leader Services Agreement
DATE: August 20, 2019
TYPE: Action Needed

The purpose of this service agreement is to hire Leader Services, to accumulate, process and submit direct medical service billing to Medicaid for reimbursements on behalf of the District. Leaders provides management reports and performs quality assurance reviews.

Recommendation: To approve the service agreement with the Leader Services for the 2019-20 school year.

BILLING AND COLLECTION SERVICES AGREEMENT

This Agreement made and entered this _____, 2019 between Stanwood-Camano School District (hereinafter referred to as the "CLIENT") having an address at 26920 Pioneer Highway, Stanwood, Washington 98292 and LDP, Inc. d/b/a Leader Services (hereinafter referred to as "LEADER") having an office at 75 Kiwanis Blvd., West Hazleton, Pennsylvania 18202.

1. COMMENCEMENT, DURATION AND TERMINATION OF SERVICES

This Agreement will be effective for twelve (12) consecutive months commencing on September 1, 2019 through August 31, 2020 for preparing claims for CLIENT. Claims will be submitted on a weekly basis.

This Agreement will automatically renew for additional periods of twelve (12) months each unless one party has provided written notice of cancellation to the other party not less than ninety (90) days prior to the renewal date.

2. FEE SCHEDULE

LEADER shall be paid a fee per encounter submitted by CLIENT for processing as full consideration for its services and its expenses incurred in connection therewith. For purposes of this agreement "encounter" shall be defined as an individual Medicaid eligible service provided to an individual child on a specific day by a qualified employee or designee of CLIENT. LEADER service fees are based on cumulative encounters for all school districts serviced by LEADER. The fee will be \$1.40 per encounter billed.

3. OWNERSHIP OF PROGRAMS AND CONFIDENTIALITY OF REPORTS

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

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.

4. CONFIDENTIALITY OF DATA

The parties agree that, because of the sensitive nature of the CLIENT 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 will 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 will be wholly inadequate to fully compensate the aggrieved party and therefore

the aggrieved party will be entitled to full temporary and/or permanent injunctive relief against any breach or threat of breach of the foregoing provisions.

LEADER, as both a Covered Entity and Business Associate of **CLIENT**, agrees to adhere to all HIPAA and FERPA requirements related to the electronic transmission of data, privacy and security.

5. **INPUT DATA**

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

LEADER will be responsible for the input of all information given to **LEADER** by **CLIENT** in a reasonably accurate, complete and correct form provided same is provided to **LEADER** by **CLIENT**. Any errors, mistakes or liability in connection with the failure of **LEADER** to input such data, provided such data has been accurately, completely and correctly transmitted to **LEADER**, will be the sole responsibility of **LEADER** and will be corrected by **LEADER**.

6. **LIMITATION OF LIABILITY ARISING FROM DEFAULT IN SERVICES**

LEADER will 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 **LEADER**. **LEADER's** liability, under this agreement, is limited to the amount paid by client for the services under this agreement. **LEADER** will not be liable for any indirect, consequential, or incidental damages arising out of this agreement.

7. **OPERATING PROCEDURES**

LEADER will be responsible for the complete processing of all Medicaid claims for services rendered by **CLIENT** and its employees, which have been turned over to **LEADER** for processing.

LEADER agrees to:

Provide training, continuing education, and forms required by **CLIENT** staff for the preparation of data required for the submission of the claims to Medicaid.

Provide a web application for the entry of billing service transactions by **CLIENT** staff (WAMR).

Maintain knowledge of current billing procedures, rules, and laws for Washington's Medicaid school-based billing program. Maintain knowledge of the Centers of Medicare and Medicaid Services (CMS) guidelines as they pertain to the provision of services under this agreement.

Establish and maintain procedures for the timely preparation of claims to Medicaid. This includes setting time schedules that must be adhered to by **CLIENT's** staff.

Provide monthly management reports to **CLIENT** as support for the invoices submitted to Medicaid. Prepare and submit weekly claims to Medicaid for payment.

Assign an account manager to provide technical assistance to **CLIENT** with gathering and maintaining data required for claiming. The account manager will provide all program support to **CLIENT** and will direct other **LEADER** resources to **CLIENT** as required. The account manager will coordinate all training and on-site support activities for **CLIENT**.

CLIENT agrees to:

Provide **LEADER**, on a timely basis, all forms and documentation in a manner prescribed by **LEADER** and as required for the successful preparation and submission of claims.

Arrange for **CLIENT** staff to attend mandatory training sessions related to forms completion. Oversee the completion of forms by staff.

Provide a contact person who will serve as coordinator for all **CLIENT** activities. This person will work directly with **LEADER's** account manager.

Notify **LEADER** of any errors and/or omissions in information sent to **LEADER** so that **LEADER** may process a claim adjustment for submission to Medicaid.

8. **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 will 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. 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) **ATTORNEYS** - In the event that either **LEADER** or **CLIENT** commences a legal proceeding, each party will pay their own attorney's fees.
- d) **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 any federal, state or local government, such term or provision will be deemed severed from this Agreement and the remaining terms and provisions will remain unaffected thereby.
- e) **NOTICES** - Any notice sent pursuant to this agreement will be sent by certified mail to the parties at their respective addresses.
- f) **STATE LAW** - This agreement will be governed by and construed in accordance with the laws of Washington State.
- g) **SURVIVAL OF NON-DISCLOSURE OBLIGATION** - The obligation of non-disclosure and confidentiality recited in this Agreement will survive the termination of this Agreement and will be in full force and effect notwithstanding such expiration or termination.

- h) **ANTI-FRAUD AND ABUSE** - Notwithstanding anything to the contrary herein this Agreement will be subject to all applicable federal, state and local laws, regulations and directives concerning the Medicaid 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, will be automatically void and of no effect whatsoever.
- i) **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.

9. EQUAL EMPLOYMENT OPPORTUNITY


It is and has been the policy of **LEADER** to provide equal employment and individual opportunity to all job applicants and employees without regard to race, color, religion, sex, age, national origin, veteran or disability status. It is **LEADER's** policy not to violate Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans with Disabilities Act, or any other local, state or federal law, regulation or ordinance prohibiting discrimination in employment.

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

STANWOOD-CAMANO SCHOOL DISTRICT

LEADER SERVICES

By: _____
Name: _____
Title: _____
Date: _____

By: 
Name: Charles J. Mason, Jr.
Title: Secretary/Treasurer
Date: August 13, 2019

AGREEMENT BETWEEN STANWOOD-CAMANO SCHOOL DISTRICT AND PROFESSIONAL SERVICES CONSULTANT

DEBARMENT language added to billing and collection services agreement between the District and Leader Services effective September 1, 2019 through August 31, 2020.

Certification Regarding Debarment: The Consultant certifies that neither the Consultant nor any of its principals are presently debarred, suspended, proposed for debarment, or declared ineligible, or voluntarily excluded for the award of contracts, by any Federal governmental agency or department. For the purposes of this certification, "principals" refers to the officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity. The Consultant shall provide immediate written notice to the School District if, at any time during the term of this Agreement, the Consultant learns that its certification was erroneous when made or has become erroneous by reason of a changed circumstance. The Consultant's certification is a material representation upon which the School District has relied in entering into this Agreement. Should the School District determine, at any time during the term of this Agreement, that this certification is false, or should it become false due to changed circumstances, the School District may immediately terminate this Agreement for cause.

SCHOOL DISTRICT

By: _____
(Signature)

Lloy Schaaf, Ed.D.
(Printed name)

Asst Superintendent of Teaching & Learning
(Title)

(Date)

LEADER SERVICES

By: _____
(Signature)

Charles J. Mason, Jr.
(Printed name)

Secretary/Treasurer
(Title)

(Date)