



Local Educational Agency Medi-Cal Billing Option Program (LEA BOP) Provider Participation Agreement

1609945492

National Provider Identification (NPI) Number

Effective Agreement Start Date: 07/01/2026

Provider Information:

Official LEA Name (Legal name of applicant; hereinafter jointly referred to as "Provider") San Jose Unified School District		Business Name (if different than legal name)	
County-District-School (CDS) Code 43-69666-0000000		Business Telephone Number (408) 535-6000	
Business address (number, street) 855 Lenzen Avenue	City San Jose	State CA	Zip code 95126
Mailing address (number, street) 855 Lenzen Avenue	City San Jose	State CA	Zip code 95126
Pay-to address (number, street) 855 Lenzen Avenue	City San Jose	State CA	Zip code 95126
Taxpayer Identification Number ¹ 94-6002606			

ARTICLE I – STATEMENT OF INTENT

The purpose of this Provider Participation Agreement (PPA) is to permit qualified Local Educational Agencies (LEAs) registered with Medi-Cal to participate as LEA Providers of services under California’s Medicaid Billing Option Program (LEA BOP). The mutual objective of the California Department of Health Care Services (DHCS) and the LEAs is to improve access to the services needed. This PPA sets out responsibilities relative to the LEA Provider’s participation in the LEA BOP.

94-6002606

¹ The taxpayer identification number may be a Taxpayer Identification Number (TIN) or a social security number for sole proprietors.

ARTICLE II – LEA PROVIDER RESPONSIBILITIES

By entering into this PPA, the LEA Provider shall:

1. Comply with Welfare and Institutions Code (W&I Code), Chapter 7 (commencing with Section 14000) and Chapter 8 (commencing with Section 14200); California Code of Regulations (CCR), Title 22, Division 3 (commencing with Section 50000) and Title 5, Division 1, Sections 3029, 3051.12 and 3065; the Medi-Cal Provider Manual; and Education Code, Division 1, Part 6, Chapter 5, Articles 1, 2, 3 and 4 and Section 49400; the [LEA BOP Provider Manual](#); and Policy and Procedure Letters (PPLs) for LEA BOP Providers, all as periodically amended.
2. Retain necessary records for a minimum of ten years from the date of submission of the LEA Cost and Reimbursement Comparison Schedule (CRCS), as set forth in the Medi-Cal Provider Manual, Inpatient/Outpatient LEA section (LEA BOP Provider Manual).
3. Ensure that all Medi-Cal covered services are furnished by qualified practitioners acting within their scope of practice, in accordance with CCR Title 22; Business and Professions Code, Division 2, Sections 500 through 4998; and Education Code Section 44000.
4. Agree to possess at the time this Agreement becomes effective, and to ensure that the LEA practitioners and/or contracted practitioners have valid and unexpired license(s), certificate(s), or other approval(s) to provide health care services, which is appropriate to the services, goods, supplies, and merchandise being provided for the sole purpose of the LEA BOP, if required by the state or locality in which the LEA Provider is located, or by the Federal Government. The LEA Provider further agrees that DHCS shall automatically suspend LEA practitioners and/or contracted practitioners as a provider in the Medi-Cal program pursuant to W&I Code, Section 14043.6, if LEA practitioners and/or contracted practitioners have license(s), certificate(s), or other approval(s) to provide health care services that are revoked or suspended by a federal, California, or another state's licensing, certification, or approval authority, has otherwise lost that/those license(s), certificate(s), or approval(s), or has surrendered that/those license(s), certificate(s), or approval(s) while a disciplinary hearing on that/those license(s), certificate(s), or approval(s) was pending. Such suspension shall be effective on the date that LEA's practitioners and/or contracted practitioners license, certificate, or approval was revoked, suspended, lost, or surrendered. The LEA Provider further agrees to notify DHCS within ten business days of learning that any restriction has been placed on, or of a suspension of the LEA Provider's license, certificate, or other approval to provide health care. The LEA Provider further agrees to provide DHCS complete information related to any restriction to, or revocation or loss of, an LEA's practitioners and/or contracted practitioners' license, certificate, or other approval to provide health care services.
5. Agree that all individual practitioners directly providing a service, regardless of whether they are contracted or employed by the LEA, must separately enroll in Medi-Cal if there is an enrollment pathway for that practitioner type. If there is an enrollment pathway for that practitioner type and the eligible practitioner is not enrolled with Medi-Cal or choose

not to bill Medi-Cal for the service, then Medi-Cal payment cannot be made for the service and any expenditures related to the service are not allowable.

6. Ensure that all Medi-Cal members are aware of and understand the freedom of choice options outlined in Section 1902(a)(23) of the Social Security Act (SSA) as specified in 42 Code of Federal Regulations (CFR) Sections 431.51(a)(1) and 441.18(a)(1).
7. Ensure services billed using the National Provider Identification (NPI) number will not be separately billed by the rendering practitioners.
8. Agree not to submit any claims to DHCS using an NPI number unless the NPI number is appropriately registered with the Centers for Medicare and Medicaid Services (CMS) and is in compliance with all NPI requirements established by CMS as of the date the claim is submitted. The provider agrees that submission of an NPI number to DHCS as part of an application to use that NPI number to obtain payment constitutes an implied representation that the NPI number submitted is appropriately registered and in compliance with all CMS requirements at the time of submission. Provider also agrees that any subsequent defect in registration or compliance of the NPI number constitutes an “addition or change in the information previously submitted” which must be reported to DHCS under the requirements of CCR, Title 22, Section 51000.40.
9. Put forth and certify annually the public portion of federal claiming dollars for unique LEA bundled services only as specified in 22 CCR Section 51270. (Attachment 1: Certification of the Public Portion of Federal Claiming Dollars for current fiscal year)
10. Accept as payment the approved LEA service rates minus the LEA BOP related costs as set forth in the LEA BOP Provider Manual.
11. Reinvest federal funds received from LEA BOP services into support services benefiting children and their families, as specified in 22 CCR Section 51270(b)(1) and (2), and California Education Code 8804 (g).
12. Ensure the LEA’s administrative costs are necessary and reasonable for the proper and efficient administration of the program. The cost of professional and consultant services is allowable when reasonable in relation to the services rendered and when not contingent upon recovery of costs from the federal government, as provided in the Office of Management and Budget (OMB) Circular A-87 § 32(a).
13. Comply with the False Claims Act employee training and policy requirements in [1902\(a\) of the Social Security Act \(42 USC 1396a\(a\)\(68\)\)](#), set forth in that subsection and as the federal Secretary of Health and Human Services may specify as a condition of payment for services, goods, supplies and merchandise provided to members in the Medical Assistance Program (“Medi-Cal”).
14. Establish or designate an existing collaborative interagency human services group (LEA local collaborative group) at the county level or sub-county level to make decisions about the reinvestment of funds made available through the LEA BOP as set forth in 22 CCR Section 51270.

15. Provide LEA local collaborative group information, including name, title, and organization of the collaborative partner(s). The LEA local collaborative group shall include parents/guardians and teachers of the children receiving LEA services, LEA Providers or potential LEA Providers, or their representatives.
16. Submit an Annual Report by the mandated due date as outlined in 22 CCR Section 51270 and as set forth in the LEA BOP Provider Manual.
17. Submit a CRCS report by the mandated due date after the close of each fiscal year, as set forth in the LEA BOP Provider Manual, to certify that the public funds expended for services provided have been expended as necessary for federal financial participation (FFP) pursuant to the requirements of SSA, Section 1903, Subdivision (w) and 42 CFR Part 433.50, et seq. for allowable medical costs.
18. Adhere to and comply with all federal and state third-party liability requirements prior to billing Medi-Cal, including, but not limited to, any policy directives issued by Federal Health and Human Services (HHS) and CMS and the standards found in 42 United States Code (USC) Section 1396a, Subdivision (a), paragraph (25); 42 CFR Part 433.139; W&I Code Sections 14005, 14023.7, 14124.90; and 22 CCR Sections 50761 et. seq. and 51005.
19. Conform any claims for LEA Services rendered by LEA Providers to the standards set forth in W&I Code Sections 14115 et. seq.
20. Not discriminate against any member on the basis of race, color, national or ethnic origin, sex, age, religion, political beliefs, or mental or physical disability.
21. Comply with the Family Educational Rights and Privacy Act (FERPA) by requiring that schools obtain written consent from the parent or guardian of the student prior to releasing any medical information from the student's education record. Pursuant to 34 CFR, Part 99.30, the written consent must specify the records that may be disclosed, state the purpose of the disclosure, and identify the party to whom the disclosure may be made.

Pursuant to the requirements found in 34 CFR Part 300.154, the LEA shall obtain written consent from the parent or guardian of the student to access the student's or parent's public benefits or insurance to pay for related services. The LEA shall seek written parental consent, subject to the requirements found in 34 CFR Part 300.154, for the release and exchange of personally identifiable information that may be disclosed (e.g., records or information about the services provided), which specifies that the purpose of the consent is for Medi-Cal billing purposes, and which specifies the Medi-Cal agency to which disclosure may be made. Prior to accessing the student's or parent's public benefits or insurance for the first time, and annually thereafter, the LEA shall provide written notification, consistent with 34 CFR Part 300.503(c), to the student's parents, that includes the provisions found in 34 CFR Part 300.154(d)(2)(v)(A-D).

Notwithstanding the above, the LEA shall comply with confidentiality requirements as specified in 42 USC Section 1320c-9; 20 USC Section 1232g; 42 CFR Part 431.300; 34 CFR Parts 99.30, 99.31 and 300.154; 45 CFR Part 164.502; W&I Code Section 14100.2; 22 CCR Sections 51009 and 51270(b)(4); and Education Code Sections 49060, and 49073 through 49079.

22. Comply with FERPA (20 U.S.C. § 1232g; 34 CFR § 99) by requiring that schools obtain written consent from the parent or guardian of the student for the release and exchange of all relevant medical student information, when overall care is coordinated between the school and another entity that is providing medically necessary services to the student, including Medi-Cal Managed Care Health Plans (MCPs). LEAs shall also coordinate care to minimize any duplication in services. LEAs may contract with MCPs or their delegated entities to render health care services separately and distinctly from LEA BOP services if mutually agreeable terms can be reached between the LEA and MCP.
23. Ensure all applicable state and federal requirements are met in rendering services under this PPA. It is understood and agreed that failure by the LEA Provider to ensure all applicable state and federal requirements are met in rendering services under this PPA shall be sufficient cause for DHCS to deny or recoup payments to the LEA Provider and/or to terminate this PPA. In the event of a federal audit disallowance, the LEA Provider shall cooperate with DHCS in replying to and complying with any federal audit exception related to the LEA BOP. The LEA Provider shall assume sole financial responsibility for any and all federal audit disallowances related to the rendering of services under this PPA. The LEA Provider shall assume sole financial responsibility for any and all penalties and interest charged as a result of a federal audit disallowance related to the rendering of services under this PPA. The amount of the federal audit disallowance, plus interest and penalties shall be payable on demand from DHCS.
If the LEA Provider fails to remit payment for a federal audit disallowance, and/or for any interest or penalties due for an audit disallowance, following a demand for such payment from DHCS, DHCS may, at its option: withhold future payments to the LEA Provider for services rendered, recoup payments made to the LEA Provider for services rendered under the LEA BOP, or terminate this PPA.
24. Utilize current safety net and traditional health care providers when those providers are accessible to specific school sites identified by the LEA Provider to participate in this program, rather than adding duplicate capacity.
25. Adhere to and comply with all HHS and CMS requirements with respect to billing for services provided by other health care professionals under contract with the LEA Provider and avoid duplication of services and billing with other programs.
26. Abide by the Business Associate Addendum (BAA) (Exhibit A), as incorporated herein and made part of this Agreement by this reference. Data released to the LEA is to be used solely for the purpose(s) set forth in the Data Use Agreement, as made part of this Agreement by this reference, and as periodically amended. The data elements released to the LEA are listed in Exhibit B.

27. Ensure that providers and their subcontractors are considered contractors solely for the purposes of U.S. Office of Management and Budget Uniform Guidance (i.e., 2 CFR Part 200 specifically, 2 CFR § 200.330). Consequently, as a contractor, as distinguished from subrecipient, a Dun and Bradstreet Universal Numbering System (DUNS) number is not required.
28. Participate in the Random Moment Time Survey (RMTS), as required for the cost settlement process. RMTS is a federally approved, web-based statistical sampling method used to capture the amount of time spent providing direct services to students by qualified health service practitioners that participate in the LEA BOP and is a required component of the reimbursement methodology for all participating LEA Providers, except those LEA Providers that do not employ health service practitioners and contract out all health services provided to students. RMTS is conducted on a quarterly basis. The LEA shall abide by the requirements and timelines for the survey submission and review, as set forth in the California School-Based Medi-Cal Random Moment Time Survey Manual.
29. Maintain a contract with the applicable RMTS Administrative Unit for the purpose of administering RMTS, as set forth in the California Time Study Implementation Plan. LEAs are responsible for associated RMTS participation fees.
30. Cooperate with its contracted RMTS Administrative Unit, DHCS, and federal government in the administration of RMTS for the purposes of participating in the LEA BOP.
31. Designate an employee of the LEA to serve as LEA BOP Coordinator. The LEA BOP Coordinator will ensure compliance with the responsibilities set forth in this Article II and act as the LEA's liaison with DHCS and the RMTS administrator.
32. Certify that, at the time this Agreement was signed, the LEA Provider was not under investigation for fraud or abuse pursuant to Subpart A (commencing with Section 455.12) of Part 455 of Title 42 of the CFR or under investigation for fraud or abuse by any other government entity. The LEA Provider further agrees to notify DHCS within ten business days of learning that it is under investigation for fraud or abuse. The LEA Provider further agrees that it shall be subject to temporary suspension pursuant to W&I Code, Section 14043.36(a), which shall include temporary deactivation of all provider numbers used by the LEA Provider to obtain reimbursement from the Medi-Cal program, if it is discovered by DHCS that the LEA Provider is under investigation for fraud or abuse. The LEA Provider further agrees to cooperate with and assist DHCS, and any state or federal agency charged with the duty of identifying, investigating, sanctioning, or prosecuting suspected fraud and abuse.
33. Certify that it and its owners, officers, directors, employees, and agents, has not: (1) been convicted of any felony or misdemeanor involving fraud or abuse in any government program, within the last ten years; or (2) been convicted of any felony or misdemeanor involving the abuse of any patient or Medi-Cal member; or (3) been convicted of any felony or misdemeanor substantially related to the qualifications, functions, or duties of a provider; or (4) entered into a settlement in lieu of conviction for

fraud or abuse, within the last ten years; or, (5) been found liable for fraud or abuse in any civil proceeding, within the last ten years. The LEA Provider further agrees that DHCS shall not enroll LEA Provider if within the last ten years, the LEA Provider has been convicted of any felony or any misdemeanor involving fraud or abuse in any government program, has entered into a settlement in lieu of conviction for fraud or abuse, or has been found liable for fraud or abuse in any civil proceeding.

ARTICLE III – DHCS RESPONSIBILITIES

By entering into this PPA, DHCS shall:

1. Remit payment to the LEA Provider for services rendered to eligible members in accordance with applicable medical necessity and utilization review requirements and billed in accordance with applicable claims submission requirements.
2. Remit payment to the LEA Provider for final settlement following reconciliation of the CRCS.
3. Make training and meetings available to LEA Providers on proper documentation, billing procedures, and other LEA BOP participation requirements.
4. Collect and review the LEA BOP Annual Report.
5. Chair the LEA BOP Ad Hoc Workgroup meetings and perform the services as authorized by the legislature in W&I Code Section 14115.8.

ARTICLE IV – FUNDING CONTINGENCY CLAUSE

1. It is mutually agreed that if federal funding for the current year and/or any subsequent years covered under this PPA is unavailable for the LEA BOP, this PPA shall be of no further force and effect. DHCS shall have no liability to pay any funds whatsoever to the LEA Provider or to furnish any other considerations under the PPA and the LEA Provider shall not be obligated to perform any provisions of this PPA.
2. If federal funding for the current year and/or any subsequent years covered under this PPA is reduced or deleted by the federal government for purposes of this LEA BOP, DHCS shall have the option to either cancel this PPA, with no liability occurring to DHCS, or offer an agreement amendment to the LEA Provider to reflect the reduced amount.

ARTICLE V – GENERAL PROVISIONS

1. This PPA constitutes the entire agreement between the parties regarding LEA BOP. No condition, provision, agreement, or understanding not stated in the PPA shall affect any rights, duties, or privileges in connection with this agreement.
2. This PPA shall not be altered except by an amendment in writing signed by all parties.

No person is authorized to alter or vary the terms or make any representation or inducement relative to it, unless the alteration appears by way of a written amendment to this PPA, signed by the duly authorized representatives of DHCS and the LEA Provider. Notwithstanding the foregoing, exhibits to this PPA may be updated and/or replaced by DHCS from time to time without the parties' execution of a written amendment.

3. Any action or inaction by DHCS or any failure of DHCS on any occasion, to enforce any right or provision of this PPA, shall not be interpreted as a waiver by DHCS of its rights hereunder and shall not prevent DHCS from enforcing such provision or right on any future occasion. The rights and remedies of DHCS herein are cumulative and are in addition to any other rights or remedies that DHCS may have at law or in equity.

Provider Suspension; Appeal Rights, Reinstatement

4. The provider agrees that it is to be subject to the following suspension actions. Provider further agrees that the suspension by DHCS of Provider shall include deactivation of all of Provider's provider numbers and shall preclude Provider from submitting claims for payment, either personally or through claims submitted by any individual, clinic, group, corporation, or other association to the Medi-Cal program for any services, supplies, goods, or merchandise that provider has provided directly or indirectly to a Medi-Cal member, except for services, supplies, goods, or merchandise provided prior to the suspension.
 - a. **Automatic Suspensions/Mandatory Exclusions.** DHCS shall automatically suspend Provider under the following circumstances:
 - Upon notice from the Secretary of the United States Department of Health and Human Services that Provider has been excluded from participation in the Medicare or Medicaid programs. No administrative appeal of a suspension on this ground shall be available to the Provider. (W&I Code, Section 14123(b),(c).)
 - If Provider has license(s), certificate(s), or other approval(s) to provide health care services, revoked or suspended by a federal, California, or another state's licensing, certification, or approval authority, has otherwise lost that/those license(s), certificate(s), or approval(s), or has surrendered that/those license(s), certificate(s), or approval(s) while a disciplinary hearing on that license, certificate, or approval was pending. (W&I Code, Section 14043.6.)
 - If Provider is convicted of any felony or any misdemeanor involving fraud, abuse of the Medi-Cal program or any patient, or otherwise substantially related to the qualifications, functions, or duties of a provider of service. Suspension following conviction is not subject to the proceedings under W&I Code, Section 14123(c). However, the director may grant an informal hearing at the request of the provider to determine in the director's sole discretion if the circumstances surrounding the conviction justify rescinding or otherwise modifying the suspension.
 - b. **Permissive Suspensions/Permissive Exclusions.** DHCS may suspend Provider under the following circumstances:

- Provider violates any of the provisions of Chapter 7 of the W&I Code (commencing with Section 14000 except for Sections 14043–14044), or Chapter 8 (commencing with Section 14200) or any rule or regulations promulgated by DHCS pursuant to those provisions. Administrative appeal pursuant to the Health and Safety Code, Section 100171. (W&I Code, Section 14123(a),(c).)
 - The provider fails to comply with DHCS' request to examine or receive copies of the books and records pertaining to services rendered to Medi-Cal members. Administrative appeal pursuant to the Health and Safety Code, Section 100171. (W&I Code, Section 14124.2.)
 - Providers participating in the Medi-Cal dental program provide services, goods, supplies, or merchandise that are below or less than the standard of acceptable quality, as established by the California Dental Association Guidelines for the Assessment of Clinical Quality and Professional Performance, Copyright 1995, Third Edition, as periodically amended. (W&I Code, Section 14123(f).)
- c. **Temporary Suspension.** DHCS shall temporarily suspend Provider under the following circumstances:
- Provider fails to disclose all information as required in federal Medicaid regulations or any other information required by DHCS or discloses false information. Administrative appeal pursuant to W&I Code, Section 14043.65. (W&I Code, Section 14043.2(a).)
 - If it is discovered that Provider is under investigation for fraud or abuse. Administrative appeal pursuant to W&I Code, Section 14043.65. (W&I Code, Section 14043.36(a).)
 - Provider fails to remediate discrepancies discovered as a result of an unannounced visit to Provider. Administrative appeal pursuant to W&I Code, Section 14043.65. (W&I Code, Section 14043.7(c).)
 - Provider fails to remediate discrepancies discovered as a result of an unannounced visit to Provider. Administrative appeal pursuant to W&I Code, Section 14043.65. (W&I Code, Section 14043.7(c).) Section 100171. (W&I Code, Section 14123(c).)
 - Provider submits claims for payment under any provider number from an individual or entity that is suspended, excluded or otherwise ineligible. This includes a provider on the Suspended and Ineligible Provider List, or any list published by the Office of the Inspector General or the Department of Health and Human Services. Appeal pursuant to W&I Code, Section 14043.65. (W&I Code, Section 14043.61.)

Activation of Agreement

5. This PPA will be considered in effect when this PPA is signed by authorized representatives of the LEA Provider and DHCS. New enrollments to LEA BOP also require submission of the following:
- a. LEA Medi-Cal Provider Enrollment Information Sheet
 - b. Annual Report
 - c. Data Use Agreement (DUA)

Agreement Termination

6. This PPA will remain in effect until terminated by either party pursuant to this section subject to the requirements and conditions set forth in this PPA. The LEA Provider may terminate this PPA by terminating its Medi-Cal Certification. The LEA Provider must submit a cover letter explaining the action requested, as well as a Medi-Cal Supplemental Change Form (DHCS 6209) to the LEA BOP Provider Relations Unit at LEA@dhcs.ca.gov
7. DHCS may terminate this PPA without cause and terminate the participation of the LEA Provider in the LEA BOP by giving at least a 30-day prior written notification of the termination. In cases where the DHCS Director determines that the health and welfare of members or of the public is jeopardized by continuation of this PPA, this PPA shall be immediately terminated. In addition, DHCS may terminate this PPA for cause, which includes failure to comply with any of the terms of this PPA, suspension or termination of the LEA Provider's certification from the California Department of Education (CDE), or if it is determined that the LEA Provider does not meet the requirements for participation in the LEA BOP, the LEA Provider has not submitted a reimbursement claim to the Medi-Cal Program within the last 12 months, or that the LEA Provider has failed to certify that the match of state funds has been made. DHCS may terminate this PPA in the event that it is determined that the LEA Provider, or any employee or contract practitioner has violated the laws, regulations or rules governing the LEA BOP.

Termination of Provisional Provider or Preferred Provisional Provider Status

8. Provider agrees that, while it is on provisional provider status or preferred provisional provider status, the provider will be subject to immediate termination of its provisional provider status or preferred provisional provider status and disenrollment from the Medi-Cal program in the following circumstances:
 - a. The provider, persons with an ownership or control interest in the provider, or persons who are directors, officers, or managing employees of the provider have been convicted of any felony, or convicted of any misdemeanor involving fraud or abuse in any government program, related to neglect or abuse of a patient in connection with the delivery of a health care item or service, or in connection with the interference with, or obstruction of, any investigation into health care related fraud or abuse, or have been found liable for fraud or abuse in any civil proceeding, or have entered into a settlement in lieu of conviction for fraud or abuse in any government program within ten years of the date of the application package.
 - b. There is a material discrepancy in the information provided to the department, or with the requirements to be enrolled, that is discovered after provisional provider status or preferred provisional provider status has been granted and that cannot be corrected because the discrepancy occurred in the past.
 - c. The provider has provided material information that was false or misleading at the time it was provided.

- d. The provider failed to have an established place of business at the business address for which the application package was submitted at the time of any onsite inspection, announced or unannounced visit, or any additional inspection or review conducted pursuant to this article or a statute or regulation governing the Medi-Cal program, unless the practice of the provider's profession or delivery of services, goods, supplies, or merchandise is such that services, goods, supplies, or merchandise are rendered or delivered at locations other than the business address and this practice of delivery of services, goods, supplies, or merchandise has been disclosed in the application package approved by the department when the provisional provider status of preferred provisional provider status was granted.
- e. The provider meets the definition of a clinic under Section 1200 of the Health and Safety Code but is not licensed as a clinic pursuant to Chapter 1 (commencing with Section 1200) of Division 2 of the Health and Safety Code and fails to meet the requirements to qualify for at least one exemption pursuant to Section 1206 or 1206.1 of the Health and Safety Code.
- f. The provider performs clinical laboratory tests or examinations, but it or its personnel do not meet Clinical Laboratory Improvement Amendments (CLIA), and the regulations adopted thereunder, and the state clinical laboratory law, do not possess valid CLIA certificates and clinical laboratory registrations or licenses pursuant to Chapter 3 (commencing with Section 1200) of Division 2 of the Business and Professions Code, or are not exempt from licensure as a clinical laboratory under Section 1241 of the Business and Professions Code.
- g. The provider fails to possess either of the following:
 - The appropriate licenses, permits, certificates, or other approvals needed to practice the profession or occupation, or provide the services, goods, supplies, or merchandise the provider identified in the application package approved by the department when the provisional provider status or preferred provisional provider status was granted and for the location for which the application was submitted.
 - The business or zoning permits or other approval necessary to operate a business at the location identified in its application package approved by the department when the provisional provider status or preferred provisional provider status was granted.
- h. The provider, or if the provider is a clinic, group, partnership, corporation, or other association, any officer, director, or shareholder with a ten percent or greater interest in that organization, commits two or more violations of the federal or state statutes or regulation governing the Medi-Cal program, and the violations demonstrate a pattern or practice of fraud, abuse, or provision of unnecessary or substandard medical services.
- i. The provider commits any violation of a federal or state statute or regulation governing the Medi-Cal program or of a statute or regulation governing the provider's profession or occupation and the violation represents a threat of immediate jeopardy or significant harm to any Medi-Cal member or to the public welfare.
- j. The provider submits claims for payment that subject a provider to suspension under Section 14043.61.

- k. The provider submits claims for payment for services, goods, supplies, or merchandise rendered at a location other than the location for which the provider number was issued, unless the practice of the provider's profession or delivery of services, goods, supplies, or merchandise is such that services, goods, supplies, or merchandise are rendered or delivered at locations other than the business address and this practice or delivery of services, goods, supplies, or merchandise has been disclosed in the application package approved by the department when the provisional provider status was granted.
- l. The provider has not paid its fine, or has a debt due and owing, including overpayments and penalty assessments, to any federal, state, or local government entity that relates to Medicare, Medicaid, Medi-Cal, or any other federal or state health care program, and has not made satisfactory arrangements to fulfill the obligation or otherwise been excused by legal process from fulfilling the obligation.

Program Compliance

9. In accordance with 22 CCR Section 51270, each LEA Provider participating in the LEA BOP must produce the following:
 - a. An executed PPA
 - b. An Annual Report
 - c. A CRCS or certification of receiving zero reimbursement for LEA Services for each year of participation in LEA BOP.
 - d. A DUA

DHCS may place the LEA Provider on withhold from claims reimbursement in the LEA BOP, in accordance with W&I Code Section 14123 and with the regulations contained in 22 CCR Section 51452.

LEA Providers that do not comply with the participation provisions, or do not timely submit compliance documents, specifically the CRCS and DUA, may be issued a Corrective Action Plan (CAP), placed on a 100 percent withhold from claim reimbursements, or disenrolled from the LEA BOP, as deemed appropriate. DHCS will provide advance notice before such measures are applied. LEA Providers will receive reasonable opportunities and guidance to submit the required documents prior to the issuance of a CAP, withhold, and/or disenrollment. The CAP, withhold, or disenrollment will remain in effect until the required documents are accepted as complete by DHCS. In the event the LEA Provider refuses to timely submit the required compliance documents, or if the LEA Provider elects to no longer participate in the LEA BOP, the LEA Provider will be required to return all interim LEA Medi-Cal reimbursement funds received for the applicable fiscal year when they were out of compliance with the program, and all future LEA Medi-Cal reimbursements will be suspended.

10. The LEA Provider agrees to keep its application for enrollment in the Medi-Cal program current by informing the LEA BOP Provider Relations Unit in writing on a form or forms to be specified by DHCS, within 35 days of any changes to the information contained in

its application for enrollment, its disclosure statement, this Agreement, and/or any attachments to these documents.

11. It is agreed that the LEA Provider shall defend, hold harmless, and indemnify DHCS and CDE, their officers, employees, and agents from any and all claims liability, loss, or expense (including reasonable attorney fees) for injuries or damage to any person and/or any property which arise out of the terms and conditions of this PPA and the negligent and intentional acts or omissions of the LEA Provider, its officers, employees, or agents.
12. The LEA Provider agrees that the LEA Provider, its officers, directors, employees, and agents, in the performance of the PPA, shall act in an independent capacity and not as officers or employees or agents of the State of California.
13. None of the provisions of this PPA are or shall be construed as for the benefit of, or enforceable by, any person not a party to this PPA.
14. The LEA Provider agrees that it has no property right in or to its status as a Provider in the Medi-Cal program or in or to the provider number(s) assigned to it, and that Provider may not assign its provider number for use as a Medi-Cal provider, or any rights and obligations it has under this Agreement except to the extent purchasing owner is joining this provider agreement with successor liability with joint and several liability.
15. If any term, condition, or provision of this PPA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way. Either party having knowledge of such a provision shall promptly inform the other of the presumed nonapplicability of such provision. Notwithstanding the first sentence, if a decision by court of competent jurisdiction invalidates, voids, or renders unenforceable a term, condition, or provision in this PPA that is included in the purpose of this PPA then the parties to this PPA shall either amend this PPA or it shall be terminated.
16. The validity of this PPA and its terms and provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this PPA shall be governed by the State of California. Venue shall lie only in counties in which the California Attorney General (AG) maintains an office.
17. This PPA and any exhibits attached hereto shall constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated and may be amended only by a written amendment executed by both parties to this PPA.
18. The LEA Provider agrees to submit, within 35 days of the date on a request by the Secretary or the Medicaid agency, full and complete information about the ownership of any subcontractor with whom the provider has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and any significant business transactions between the provider and any wholly owned supplier,

or between the provider and any subcontractor, during the 5-year period ending on the date of the request.

19. The LEA Provider shall avoid any conflict of interest on the part of its subcontractors, its employees, its officers, and its directors. Thus, DHCS reserves the right to determine at its sole discretion, whether any information, assertion, or claim received from any source indicates the existence of a real or apparent conflict of interest, and, if a conflict of interest is found to exist, to require the LEA Provider to submit additional information or a plan for resolving the conflict, subject to DHCS's review and prior approval.

Conflicts of interest include, but are not limited to:

- a. An instance where the LEA Provider or any of its subcontractors, its employees, its officers, or its directors has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the contract would allow for private or personal benefit or for any purpose that is contrary to goals and objectives to the contract.
- b. An instance where the LEA Provider or any subcontractors, employees, officers, or directors use their positions for purposes that are or give the appearance of being, motivated for a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties.

If DHCS is or becomes aware of a known or suspected conflict, the LEA Provider will be given an opportunity to submit additional information, or to take action to resolve the conflict. The LEA Provider will have five working days from the date of notification of the conflict by DHCS to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by DHCS and cannot be resolved to the satisfaction of DHCS, the conflict will be grounds for terminating the contract. DHCS may, at its discretion, upon receipt of a written request, authorize an extension of the timeline herein.

20. The LEA Provider agrees to possess at the time this Agreement becomes effective, and to maintain in good standing throughout the term of this Agreement, liability insurance for the business address and, if a practitioner licensed or certified pursuant to Division 2 (commencing with Section 500) of the Business and Professions Code, the Osteopathic Initiative Act, or the Chiropractic Initiative Act, professional liability (malpractice) insurance coverage from an authorized insurer pursuant to Section 700 of the Insurance Code and Education Code section 35208.
21. The LEA Provider agrees to disclose all information as required in Federal Medicaid laws and regulations and any other information required by DHCS, and to respond to all requests from DHCS for information. The LEA Provider further agrees that the failure of LEA Provider to disclose the required information, or the disclosure of false information shall, prior to any hearing, result in the denial of the application for enrollment or shall be grounds for termination of enrollment status or suspension from the Medi-Cal program, which shall include deactivation of all provider numbers used by the LEA Provider to obtain reimbursement from the Medi-Cal program. The LEA Provider further agrees that all bills or claims for payment to DHCS by Provider shall not be due and owing to the

LEA Provider for any period(s) for which information was not reported or was reported falsely to DHCS. The LEA Provider further agrees to reimburse those Medi-Cal funds received during any period for which information was not reported, or reported falsely, to DHCS.

22. It is agreed that DHCS may conduct a background check on the LEA Provider for the purpose of verifying the accuracy of the information provided in the application and in order to prevent fraud or abuse. The background check may include, but not be limited to, the following:
 - a. On-site inspection prior to enrollment
 - b. Review of medical and business records
 - c. Data searches
23. The LEA Provider agrees that DHCS, AG and/or Secretary may make unannounced visits to the LEA Provider, at any of the LEA Provider's business locations, before, during or after enrollment, for the purpose of determining whether enrollment, continued enrollment, or certification is warranted, to investigate and prosecute fraud against the Medi-Cal program, to investigate complaints sent to Medi-Cal related to abuse and neglect of patients in an LEA receiving payment under the LEA BOP, and/or as necessary for the administration of the Medi-Cal program and/or the fulfillment of the AG's powers and duties under Government Code Section 12528. Premises subject to inspection include billing agents, as defined in W&I Code Section 14040.1. Failure to permit inspection by DHCS, AG or Secretary or any agent, investigator or auditor thereof, shall be grounds for immediate suspension of provider from participation in the Medi-Cal program.
24. The LEA Provider agrees that it shall not engage in or commit fraud or abuse. "Fraud" means an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself or herself or some other person. It includes any act that constitutes fraud under applicable federal or state law. "Abuse" means either: (1) practices that are inconsistent with sound fiscal or business practices and result in unnecessary cost to the Medi-Cal program, another state's Medicaid program, or other health care programs operated, or financed in whole or in part, by the Federal Government or any state or local agency in this state or any other state; (2) practices that are inconsistent with sound medical practices and result in reimbursement by the Medi-Cal program or other health care programs operated, or financed in whole or in part, by the Federal Government or any state or local agency in this state or any other state, for services that are unnecessary or for substandard items or services that fail to meet professionally recognized standards for health care.
25. LEA Provider agrees that it shall not submit claims to or demand or otherwise collect reimbursement from a Medi-Cal member, or from other persons on behalf of the member, for any service included in the Medi-Cal program's scope of benefits in addition to a claim submitted to the Medi-Cal program for that service.

no charge for medically necessary services in a school-based setting.

27. It is agreed that the LEA Provider it shall not offer, give, furnish, or deliver any rebate, refund, commission preference, patronage dividend, discount, or any other gratuitous consideration, in connection with the rendering of health care services to any Medi-Cal member. LEA Provider further agrees that it shall not solicit, request, accept, or receive, any rebate, refund, commission preference, patronage dividend, discount, or any other gratuitous consideration, in connection with the rendering of health care services to any Medi-Cal member. LEA Provider further agrees that it will not take any other action or receive any other benefit prohibited by state or federal law.
28. LEA Provider agrees that all information it submits on the PPA is true, accurate, and completes the best of the LEA Provider's knowledge and belief. LEA Provider further agrees to sign the PPA under penalty of perjury under the laws of the State of California.

ARTICLE VI – ALTERNATIVE FORMATTING

1. LEA Provider represents and assures the state that all actions it takes pursuant to and in furtherance of the Agreement complies with the Americans with Disabilities Act (ADA) and all applicable regulations and guidelines issued pursuant to the ADA, which prohibits discrimination on the basis of disability.
2. LEA Provider will ensure that deliverables developed and produced pursuant to the Agreement comply with federal and state laws, regulations, or requirements regarding accessibility and effective communication, including the ADA (42 U.S.C. § 12101, et. seq.), which prohibits discrimination on the basis of disability, and section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794 (d)). Specifically, electronic, and printed documents intended as public communications must be produced to ensure the visual- impaired, hearing-impaired, and other special needs audiences are provided with material information in the formats needed to provide the most assistance in making informed choices. These for- mats include but are not limited to braille, large font, and audio.

ARTICLE VII – CONSORTIA BILLING

The following provisions only apply to LEAs in a billing consortium:

1. If the LEA Provider is leading a billing consortium, the LEA Provider, acting as the lead LEA Provider on behalf of member LEAs, must:
 - a. Execute this PPA.
 - b. Contract with a Regional RMTS Administrative Unit.
 - c. Complete and submit to DHCS an Annual Report.
 - d. Act as liaison between member LEAs in the collection of all required data and documents for compiling and submitting LEA BOP deliverables, such as the CRCS, Annual Report, and DUA.
2. If a LEA is participating as a member in a billing consortium, the member LEA must:

- a. Participate in the RMTS through the lead LEA Provider's contract and meet RMTS requirements.
 - b. Submit all requested data and documents for LEA BOP deliverables to Lead LEA for processing and submission to DHCS on behalf of the consortium.
3. The lead LEA Provider for the billing consortium agrees the consortium and each member of the consortium for billing, are jointly and severally liable for any breach of this Agreement, and that action by DHCS against any of the providers in the consortium for billing may result in action against all of the members of the consortium for billing. DHCS recommends that LEAs consult with their legal counsel regarding the implications of joint and several liability.
4. The lead LEA Provider agrees that any changes to the member list of the group or consortium billing will be updated in the LEA BOP Annual Report.

[THIS SPACE INTENTIONALLY LEFT BLANK]

ARTICLE VIII – EXECUTION

The signatories to this PPA warrant that they have full and binding authority to the commitments contained herein on behalf of their respective entities.

Official LEA Provider Name: San Jose Unified School District

Name of First Authorized Representative

(Person legally authorized to bind contracts for the LEA: Superintendent, Assistant Superintendent, Business/Fiscal Officer)

Name of Second Authorized Representative

(If necessary)

Title of First Authorized Representative

Title of Second Authorized Representative

Signature of First Authorized Representative

Signature of Second Authorized Representative

Date

Date

Initial
↑↑

STATE OF CALIFORNIA – DEPARTMENT OF HEALTH CARE SERVICES

Signature of the DHCS Authorized Representative

Typed or Printed Name of the DHCS Authorized Representative

Typed or Printed Title of the DHCS Authorized Representative

Date