

MEDI-CAL ADMINISTRATIVE ACTIVITIES SERVICE AGREEMENT

This Agreement is made and entered into by and between MCF Consulting, Incorporated (hereinafter referred to as MCF) and the Mt. Diablo Unified School District (hereinafter referred to as "LEA") for services related to claims for reimbursement for Medi-Cal Administrative Activities (hereinafter referred to as "MAA") in accordance with United States and California laws.

RECITALS

1. MCF is a California corporation (Federal tax ID # 26-4355124) which provides services to local education agencies related to reimbursements under the United States Medicaid and California Medi-Cal programs, and various other services and products to local education agencies and other clients.
2. LEA is a California local education agency entitled to claim reimbursements for certain expenses incurred in providing services to California Medi-Cal recipients. LEA desires to use the services of MCF in training its employees and assisting the LEA in filing reimbursement claims.

AGREEMENT

In consideration of the provisions herein, the parties hereto agree as follows:

1. MCF agrees to assume the following responsibilities of each party:
 - A. Program Assessment: Review with key staff the MAA related tasks currently being performed. Advise the LEA in the formation of any MAA activities it might decide to begin or expand. Continual review of areas where the California Department of Health Care Services (hereinafter referred to as "DHCS") and the Centers for Medicare and Medicaid Services might make the rules easier to follow or where they might expand the State claiming components.
 - B. Medi-Cal Percentage Calculation: Maintain this information at the school site level to maximize reimbursement.
 - C. Provider Certification Verification: Prepare the certification for LEA signature and deliver it to the appropriate designated government official or its designee.
 - D. Program Development and Forms: Interview key personnel about their departmental or site activities, find the MAA activities and present to the LEA MAA Coordinator a menu of options for next steps. Evaluate with management which areas to approach, in what sequence and how. Whatever data gathering forms are developed will be developed in partnership with the people who will use them to the extent allowed by DHCS and the Local Education Consortium/Local Governmental Agency.

- E. Identification of MAA Providers & Activities: Present to management, in plain language, who is allowed to bill and for what. Identify the costs and benefits of each component, allowing management to make rational decisions.
- F. Data Storage: Provide the LEA and maintain in MCF offices a “file copy” containing all necessary work papers and claims.
- G. Time Survey Training: “Localize” and convert DHCS language into school based terms.
- H. Fiscal Training: Work with LEA fiscal staff to determine key contacts to obtain and gather fiscal information.
- I. On-Site Training and Support: All training will be done on sites selected by the LEA.
- J. Quality Assurance Reviews: Prepare all required DHCS forms, insuring that both format and content are within the DHCS rules.
- K. Toll Free Customer Service Line: Maintain a toll free telephone access at 1-888-944-7798.
- L. Web Site Support: Maintain the site www.practi-cal.com or, if changed outside the control of MCF, to promptly notify LEA of such change.
- M. Data Base Development: Maintain needed databases, including electronic versions of any data gathering tools the LEA might use.
- N. Claims Processing, Submission and Reconciliation: Assist LEA in providing these services.
- O. Quarterly Program Reports: Provide quarterly program reviews, or reviews at whatever intervals are useful to the LEA.

2. LEA agrees to assume the following responsibilities:

- A. Meetings: Meet with MCF representatives at reasonable intervals to implement and review program progress.
- B. Access Records: Make all necessary LEA records available for MCF to review at the LEA offices at intervals necessary for MCF to fulfill its responsibilities. Provide copies of documents necessary for the audit file to MCF.
- C. Timely Execution of Claim Forms: Sign and return to MCF such MAA documents necessary to file claims within five days after receipt from MCF.
- D. Payment for Services: MCF fees shall be paid within 30 days after receipt.
- E. Student Data: Provide an electronic file of student data at least once during each calendar quarter.

- F. Financial Data: Provide financial data for claim preparation within 60 days of each quarter end based upon MCF requests.

TERMS and DURATION

This Agreement shall include the claim period starting July 1, 2009 and shall continue until the filing of the final MAA claim for the quarter ending December 31, 2009. The fee amount for each claim year will be based upon actual hours performed during the claim year or subsequent periods until the claims are filed by MCF at the following hourly rates:

For work by MCF Directors	\$175.00	(Two hour
For work by MCF Managers/Supervisors	\$125.00	minimum on
For work by MCF Support staff	\$ 85.00	any work or
Reasonable Travel Expenses	As needed	travel day)

This agreement is intended to include services related to filing the LEA fiscal year 2009/10 MAA claims until the filing of all subsequent claims for each fiscal quarter through the fourth quarter of fiscal year 2009/10.

OTHER PROVISIONS

1. Typewritten and handwritten provisions inserted into this Agreement shall control all printed provisions in conflict therewith, provided that such changes are initialed by both parties.
2. No agreement or representation, unless reduced to writing and signed by both parties, shall be binding on either party.
3. The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, executors, administrators and successors of the parties hereto.
4. This agreement may only be amended or modified in writing executed by both parties. No oral waivers or extensions shall be binding on the parties.
5. This agreement shall be construed in accordance with the laws of the State of California.
6. Any notice to be given to either party shall be in writing and shall be sent by certified or registered USPS mail, Federal Express overnight service, United Parcel Service overnight service, or hand delivered to the address of the party.

Notices shall be sent:

If to LEA:

Mt. Diablo Unified School District
1936 Carlotta Drive
Concord, CA 94519

If to MCF:

c/o CSBA's Practi-Cal
MCF Consulting, Inc.
3100 Beacon Blvd.
West Sacramento, CA 95691

This subparagraph may be amended unilaterally by either party by serving notice on the other party as described in this subparagraph.

7. Time is of the essence in this Agreement.
8. LEA understands and agrees that all forms, related instructional materials, and processes developed by MCF or its agents, shall remain the exclusive property of MCF or its agents and cannot be used without MCF's or agent's express written permission. MCF or its agents shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent all forms, related instructional materials, and processes developed under this Agreement.
9. LEA and MCF shall maintain confidentiality of their respective records and information, governing the confidentiality of client student information for Medi-Cal clients served under this Agreement. Applicable laws include, but are not limited to the California Welfare and Institutions Code, California Code of Regulations and all applicable federal and/or state laws and regulations as each may now exist or be hereafter amended. The confidentiality obligations contained in this section shall survive termination of this Agreement.
10. LEA understands and agrees to take all reasonable steps to avoid unauthorized disclosure of the MCF's/agents' proprietary data. For purposes of this Agreement defined as data file specifications, related instructions, management reports, training materials, plans, processes, or other information relating to the performance of MCF's/agents' services hereunder, disclosed by MCF to LEA pursuant to this Agreement. LEA shall not during or after the term of this Agreement, permit the copying, duplication, or use of any MCF's proprietary data.
11. The maximum annual fees payable to MCF for services under this contract will not exceed \$10,000.

12. Liability and Insurance

- A. The parties agree to maintain in force errors and omissions insurance as may reasonably be required by the other party.
- B. MCF shall indemnify, defend and hold harmless the LEA, its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Agreement to the extent such claim, action, loss, damage and/or liability is caused by or results from the gross negligent or intentional acts of MCF, its officers, employees, agents or volunteers, and for any costs or expenses incurred by the LEA on account of any claim therefore, except where such indemnification is prohibited by law.
- C. LEA acknowledges and agrees that Practi-Cal is not providing any services to the LEA pursuant to this Agreement, and that Practi-Cal is not a party to nor liable for claims arising from this Agreement.
- D. The LEA shall indemnify, defend and hold harmless MCF, its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Agreement to the extent such claim, action, loss, damage and/or liability is caused by or results from the gross negligent or intentional acts of the LEA, its officers, employees, agents or volunteers, and for any costs or expenses incurred by MCF on account of any claim therefore, except where such indemnification is prohibited by law.

13. If any provision of this Agreement is held to be illegal, invalid or unenforceable, the remainder of this Agreement will be enforceable to the maximum extent allowed by law.

THUS EXECUTED by the parties on the date last written below.

For LEA:

Printed Name

Printed Title

Date Signed

Signature

For MCF:

Brian Cichella

Printed Name

Director

Printed Title

Date Signed

Signature

PRODUCER 909.931.1500 FAX 909.932.2134
 Kessler Alair Ins. Services, Inc.
 License # OA 91387
 2335 W Foothill Blvd., Ste. 1
 Upland, CA 91786

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED MCF, Inc.
 3130-C Inland Empire Blvd.
 Ontario, CA 91764

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Indemnity Insurance Company	
INSURER B: Southern Insurance Company	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PHSD434274	07/01/2009	07/01/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PHSD434274	07/01/2009	07/01/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WSI0024201-01	07/15/2009	07/15/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	OTHER Professional Liability	PHSD434274	07/01/2009	07/01/2010	\$1,000,000 ea claim/aggregate including Claim Expense \$5,000 Deductible per claim

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 RE: Operations of the named insured as provided by these specific policies of insurance only.
 (SEE ATTACHED PAGE FOR COMPLETE ADDITIONAL INSURED WORDING/ENDORSEMENT)

CERTIFICATE HOLDER
 Mr. Diablo Unified School District
 1936 Carlotta Drive
 Concord, CA 94519-1397

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE
 Judy Mendibles/JUDY *Judith S Mendibles*