



PR 57483

ORIGINAL

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 January 1, 2010 and shall continue until the filing of the final MAA claim for the quarter ending June 30, 2010. Therefore, this Agreement pertains to only the 3rd and 4th quarter claims for the 2009/10 fiscal year. The fee amount will be based upon actual hours performed during the two applicable quarters or subsequent periods until the claims are filed by MCF at the following hourly rates:

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

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 USD
1936 Carlotta Dr.
Concord, CA 94519-1358

If to MCF:

c/o CSBA's Practi-Cal
MCF, 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 fees payable to MCF for services under this contract will not exceed \$25,000.
12. Liability and Insurance
 - A. The parties agree to maintain in force errors and omissions insurance, in the amount of \$1,000,000, 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:

Mildred D. Browne
 Printed Name
Assistant Superintendent
Pupil Services / Special Education
 Printed Title

12-29-09
 Date Signed

Mildred D. Browne
 Signature

For MCF:

BRIAN CICHELLA
 Printed Name
DIRECTOR
 Printed Title

1-14-10
 Date Signed

[Signature]
 Signature

