



MEDI-CAL ADMINISTRATIVE ACTIVITIES PROGRAM (MAA)
RANDOM MOMENT TIME SURVEY (RMTS)

SERVICE AGREEMENT

This Agreement is made and entered into by and between MCF Consulting, Incorporated (hereinafter referred to as MCF) and the **Bonsall Unified School District** (hereinafter referred to as "LEA") for services related to claims for reimbursement for Random Moment Time Survey (hereinafter referred to as "RMTS") 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:
 - A. RMTS/MAA 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 (hereinafter referred to as "CMS") 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. RMTS Program Development: Assist the District MAA Coordinator with RMTS system requirements, District I.T. communications, and assist District MAA Coordinator with other RMTS system requirements as necessary.
 - E. Identification of RMTS participants: 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. RMTS Time Survey Training: “Localize” and convert RMTS/DHCS language into school based terms.
- G. Claims Processing, Submission and Reconciliation: Assist LEA in providing these services.
- H. Quarterly Program Reports: Provide quarterly program reviews, or reviews at whatever intervals are useful to the LEA.
- I. Audit File/Operational Plan: Assist LEA with developing and maintaining an audit file/operational plan.
- J. Fiscal Training: Work with LEA fiscal staff to determine where best to obtain fiscal information, then gather it.
- K. On-Site /Webinar Training and Support: All training will be done via Webinar and/or district office.
- L. Quality Assurance Reviews: Prepare all required DHCS forms, insuring that both format and content are within the DHCS rules.
- M. Other Related RMTS services as requested by the District.

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.
- 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, 2019 and shall continue until the filing of the final MAA claim for the quarter ending June 30, 2020. The fee amount will be based upon the number of participants included in the quarterly claim at an amount of \$75 per participant per quarter.

This fee amount is subject to reimbursement in accordance with program guidelines (50%). This agreement will automatically renew for subsequent one year periods unless either party submits a notification of termination within 60 days of the renewal period.

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:

Bonsall Unified School District

31505 Old River Road

Bonsall, CA 92003

If to MCF:

c/o CSBA's Practi-Cal

MCF Consulting, Inc.

P.O. Box 4408

El Dorado Hills, CA 95762

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. 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:

David Jones

Printed Name

Superintendent

Printed Title

Date Signed

Signature

For MCF:

Deborah S. Bickenbach

Printed Name

Director

Printed Title

6/4/19

Date Signed



Signature