

2 BRAWLEY ELEMENTARY SCHOOL DISTRICT
3 SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)
4 PARTICIPATION AGREEMENT

5 This AGREEMENT is hereby entered into this 1st day of July,
6 2016, by and between the Orange County Superintendent of Schools,
7 200 Kalmus Drive, Costa Mesa, California 92626, Region 9 Local
8 Educational Consortium (LEC), hereinafter referred to as
9 SUPERINTENDENT, and the Brawley Elementary School District, 261 D
10 Street, California 92227, hereinafter referred to as DISTRICT.
11 SUPERINTENDENT and DISTRICT shall be collectively referred to as the
12 Parties.

13 WITNESSETH:

14 WHEREAS, SUPERINTENDENT has entered into an Agreement with the
15 California State Department of Health Care Services, hereinafter
16 referred to as STATE, which is incorporated herein by this
17 reference, to serve as the Local Educational Consortium (LEC) for
18 the Region 9 in accordance with the California Welfare and
19 Institutions Code Section 14132.47(c) (1); and

20 WHEREAS, SUPERINTENDENT has been designated by the STATE to
21 represent school districts and county offices located in Region 9,
22 hereinafter referred to as LEA (Local Education Agency) to
23 administer School-based Medi-Cal Administrative Activities (SMAA)
24 described as Administrative Claiming process in the California
25 Welfare and Institutions Code Section 14132.47(c) (1); and

WHEREAS, the goal of the School-based Medi-Cal Administrative
Activities (SMAA) Program is to improve the availability and

1 accessibility of Medi-Cal services to Medi-Cal eligible and
2 potentially eligible individuals, and their families where
3 appropriate, served by the SUPERINTENDENT and participating LEA'S;
4 and

5 WHEREAS, DISTRICT is providing School-based Medi-Cal
6 Administrative Activities and wishes to participate in the School-
7 based Medi-Cal Administrative Activities Program.

8 NOW, THEREFORE, the Parties hereby agree as follows:

9 1.0 TERM. The term of this AGREEMENT shall be for a period of one
10 (1) year commencing on July 1, 2016, and ending on June 30, 2017,
11 subject to termination as set forth in this AGREEMENT.

12 2.0 RESPONSIBILITIES OF SUPERINTENDENT.

13 a. Responsibilities of SUPERINTENDENT and DISTRICT will be
14 amended as necessary to comply with all Federal, state
15 and SUPERINTENDENT'S program requirements.

16 b. "Certify" to the STATE the amount of DISTRICT'S general
17 funds or any other funds allowed under Federal law and
18 regulation expended on the allowable "Program
19 activities".

20 c. Certify to the STATE the availability and expenditure of
21 one hundred percent (100%) of the non-Federal cost of
22 performing Program activities.

23 d. Certify to the STATE that DISTRICT expenditures
24 represent costs that are eligible for Federal financial
25 participation for that fiscal year.

e. Act as liaison between STATE and DISTRICT.

- 1 f. As mandated, provide a software platform through a third
2 party vendor, through which the DISTRICT shall utilize
3 the Random Moment Time Study (RMTS) process. Although
4 the SUPERINTENDENT will make every reasonable effort to
5 facilitate the use of the software platform, the
6 SUPERINTENDENT is not responsible for problems resulting
7 from software platform or system errors.
- 8 g. Represent DISTRICT'S issues, concerns, and questions at
9 scheduled statewide LEC Advisory Committee meetings,
10 STATE meetings, and SMAA Program work groups.
- 11 h. As mandated by STATE, attend STATE trainings.
- 12 i. Conduct Region 9 LEC DISTRICT SMAA Coordinator meetings
13 and trainings.
- 14 j. On behalf of STATE, provide STATE approved training
15 materials and updates to DISTRICT.
- 16 k. On behalf of STATE, provide program technical
17 assistance.
- 18 l. Code all SMAA RMTS moments and make available to the
19 DISTRICT its RMTS results.
- 20 m. Review and submit the Random Moment Time Study (RMTS)
21 quarterly invoice to the STATE on behalf of the DISTRICT
22 and convey to the DISTRICT by warrant all funds received
23 on behalf of DISTRICT from the STATE less any amount due
24 the SUPERINTENDENT as defined in Section 5.0 of this
25 AGREEMENT. No funds will be conveyed to DISTRICT for
invoices that have been disallowed by the STATE.

- 1 n. Offer the DISTRICT the option of the LEC preparing the
2 RMTS quarterly invoice and assist the DISTRICT with the
3 calculation of the LEA Medi-Cal Eligibility Rate or "Tape
4 Match percentage" from data submitted by the DISTRICT for
5 a mutually agreed to fee.
- 6 o. Review DISTRICT'S quarterly invoice documents for
7 accuracy and completeness and request corrections if
8 necessary.
- 9 p. Review corrected documents for compliance with rules and
10 regulations; work with DISTRICT to resolve any
11 outstanding matters that prevent SUPERINTENDENT'S
12 certification of claim.
- 13 q. Provide DISTRICT access to STATE SMAA Appeal Process
14 upon request.
- 15 r. Appeal DISTRICT decision or action through the STATE
16 SMAA Appeal Process if necessary.
- 17 s. Monitor compliance of DISTRICT with all Federal, STATE,
18 and SUPERINTENDENT'S Program requirements.
- 19 t. Designate an employee to act as liaison to DISTRICT
20 regarding issues relating to this AGREEMENT.

21 3.0 RESPONSIBILITIES OF DISTRICT.

- 22 e. Responsibilities of SUPERINTENDENT and DISTRICT will be
23 amended as necessary to comply with all Federal, STATE
24 and SUPERINTENDENT'S program requirements.
- 25 f. RMTS software platform may be accessed only by employees
of the DISTRICT for RMTS purposes. DISTRICT agrees to

1 comply with the confidentiality and other requirements
2 associated with use of the RMTS software platform.
3 DISTRICT shall be responsible for any unauthorized use
4 and understands that the DISTRICT may be held liable.

5 c. Quarterly assess SMAA claiming potential within the
6 DISTRICT and determine which staff perform SMAA
7 activities and will participate in the Random Moment
8 Time Study (RMTS) and what direct charges, if
9 applicable, will be claimed.

10 d. Certify to the SUPERINTENDENT and STATE the amount of
11 DISTRICT'S general funds or any other funds allowed
12 under Federal law and regulations expended on the
13 allowable "Program activities".

14 e. Comply fully with all Title XIX Federal, STATE, and
15 SUPERINTENDENT'S Program requirements.

16 f. Certify to SUPERINTENDENT and STATE the availability and
17 expenditure, from allowable non-Federal funding sources,
18 of one hundred percent (100%) of the cost of performing
19 Program activities.

20 g. Certify to SUPERINTENDENT and STATE expenditures
21 represent costs that are eligible for Federal financial
22 participation for that fiscal year.

23 h. If subcontracting for certain administrative activities,
24 provide SUPERINTENDENT with a copy of the DISTRICT'S
25 contract with vendor. DISTRICT may include vendor's
 allowable costs on its invoice, to the extent that same

1 tasks are not performed by the SUPERINTENDENT and with
2 the understanding that the total vendor fees cannot
3 exceed fifteen percent (15%).

4 i. Ensure that DISTRICT'S designated SMAA Coordinator
5 attends quarterly Region 9 LEC SMAA Coordinators
6 trainings and meetings.

7 j. Adhere to timelines established by the STATE and
8 SUPERINTENDENT for completion of Program documentation
9 (e.g., Program invoices, Random Moment Time Study (RMTS)
10 Rosters, reports, etc.). Respond in a timely manner to
11 all STATE and SUPERINTENDENT requests for information
12 and documentation.

13 q. Respond to SUPERINTENDENT reviews with information and
14 corrected documents upon request.

15 r. Work with SUPERINTENDENT to resolve any outstanding
16 matters.

17 s. Appeal SUPERINTENDENT'S decision through the STATE
18 SMAA LEA Appeal Process if necessary.

19 n. Complete quarterly Random Moment Time Study (RMTS), as
20 required by the Centers for Medicare and Medicaid
21 Services (CMS), to determine the amount of paid time
22 spent on Program claimable activities.

23 o. DISTRICT will maintain a minimum response rate of
24 eighty-five percent (85%) of the moments assigned per
25 time study quarter. If DISTRICT is unable to maintain
the required response rate, DISTRICT will have sanctions

1 applied according to the School-based Medi-Cal
2 Administrative Activities (SMAA) Manual.

3 p. Develop and maintain at the DISTRICT an Operational
4 Plan/Audit File to include at a minimum the following:

- 5 • Training materials.
- 6 • Random Moment Time Study (RMTS) Time Survey
7 Participant (TSP) Roster Reports and other
8 documentation, including validation of time
9 survey participant attendance.
- 10 • Time certification and supporting documentation
11 for direct charge staff.
- 12 • Position Descriptions/Duty Statements.
- 13 • Medi-Cal Percentage documentation.
- 14 • Invoice documents and supporting documentation.
- 15 • Contracts/MOU.
- 16 • Organizational Charts.
- 17 • School Calendar.
- 18 • Resource Directories and outreach materials.
- 19 • Program review documentation.

20 q. Prepare and certify School-based MAA invoices to the LEC
21 in conformance with STATE requirements and timelines.

22 r. Provide SUPERINTENDENT with copies of SMAA invoice
23 supporting documentation upon request.

24 s. DISTRICT agrees to maintain and preserve, documentation
25 for a period of not less than five years after
termination of Agreement Number 42812 and final payment
from Department of Health Care Services (DHCS) to
SUPERINTENDENT, to permit Department of Health Care
Services (DHCS) or any duly authorized representative,
to have access to examine or audit any pertinent books,
documents, papers and records related to this AGREEMENT

1 and to allow interviews of any employee who might
2 reasonably have information related to such records.

3 t. If DISTRICT'S AGREEMENT is in excess of Ten thousand
4 dollars (\$10,000.00), DISTRICT shall agree and comply
5 with the following terms and conditions:

6 1. Maintain books, records, documents, and other
7 evidence, accounting procedures and practices,
8 sufficient to properly reflect all direct and
9 indirect costs of whatever nature claimed to
10 have been incurred in the performance of this
11 AGREEMENT, including any matching costs and
12 expenses. The foregoing constitutes "records"
13 for the purpose of this provision.

14 2. DISTRICT'S facility or office or such part
15 thereof as may be engaged in the performance
16 of this AGREEMENT and its records shall be
17 subject at all reasonable times to inspection,
18 audit, and reproduction.

19 3. The Department of Health Care Services (DHCS),
20 the Department of General Services, the Bureau
21 of State Audits, or their designated
22 representatives including the Comptroller
23 General of the United States shall have the
24 right to review and to copy any records and
25 supporting documentation pertaining to the
performance of this AGREEMENT. DISTRICT agrees

1 to allow the auditor(s) access to such records
2 during normal business hours and to allow
3 interviews of any employees who might
4 reasonably have information related to such
5 records. Further, DISTRICT agrees to include a
6 similar right of the STATE to audit records
7 and interview staff related to performance of
8 this AGREEMENT.

9 4. Preserve and make available its records (1)
10 for a period of five (5) years from the date
11 of final payment under this AGREEMENT, and (2)
12 for such longer period, if any, as required by
13 applicable statute, by any other provision of
14 this AGREEMENT, or by subparagraphs (a) or (b)
15 below:

16 (a) If this AGREEMENT is completely or
17 partially terminated, the records
18 relating to the work terminated shall be
19 preserved and made available for a period
20 of three (3) years from the date of
21 resulting final settlement.

22 (b) If any litigation, claim, negotiation,
23 audit, or other action involving the
24 records has been started before the
25 expiration of the three-year period, the
records shall be retained until

1 completion of the action and resolution
2 of all issues which arise from it, or
3 until the end of the regular three-year
4 period, whichever is later.

5 5. DISTRICT shall comply with the above
6 requirements and be aware of the penalties for
7 violations of fraud and for obstruction of
8 investigation as set forth in Public Contract
9 Code §10115.10, if applicable.

10 6. DISTRICT, may at its discretion, following
11 receipt of final payment under this AGREEMENT,
12 reduce its accounts, books and records related
13 to this AGREEMENT to microfilm, computer disk,
14 CD ROM, DVD, or their data storage medium.
15 Upon request by an authorized representative
16 to inspect, audit or obtain copies of said
17 records, DISTRICT must supply or make
18 available applicable devices, hardware, and/or
19 software necessary to view, copy and/or print
20 said records. Applicable devices may include,
21 but are not limited to microfilm readers and
22 microfilm printers, etc.

23 u. The STATE, through any authorized representatives, has
24 the right at all reasonable times to inspect or
25 otherwise evaluate the work performed or being performed
hereunder and the premises in which it is being

1 performed. If any inspection or evaluation is made of
2 the premises of DISTRICT, DISTRICT shall provide all
3 reasonable facilities and assistance for the safety and
4 convenience of the authorized representative in the
5 performance of their duties. All inspections and
6 evaluations shall be performed in such a manner as will
7 not unduly delay the work.

8 v. In the event an invoice is revised or is disallowed by
9 the STATE, agree to reimburse SUPERINTENDENT within
10 thirty (30) days of receipt of an invoice from
11 SUPERINTENDENT evidencing SUPERINTENDENT'S payment to
12 the STATE for DISTRICT'S revised or disallowed invoice.

13 w. Ensure no duplicative billings.

14 x. Hold SUPERINTENDENT harmless from any Federal
15 disallowance of SMAA claim payments made to DISTRICT by
16 the STATE.

17 y. Designate an employee to act as a liaison with
18 SUPERINTENDENT to provide DISTRICT specific information
19 relative to SMAA Program administration and fiscal
20 issues.

21 z. Complete and return with the fully executed AGREEMENT,
22 SUPERINTENDENT'S School-based Medi-Cal Administrative
23 Activities (SMAA) District Information 2016/2017 form,
24 Appendix "A", attached hereto and incorporated by
25 reference herein.

1 4.0 DISTRICT CLAIM REIMBURSEMENT. Upon satisfactory compliance of
2 DISTRICT'S responsibilities outlined in Section 3.0 of this
3 AGREEMENT and after SUPERINTENDENT has received reimbursement from
4 the STATE for DISTRICT'S quarterly SMAA claim(s), SUPERINTENDENT
5 shall convey to DISTRICT by warrant, all funds received on behalf of
6 DISTRICT from the STATE less any amount due the SUPERINTENDENT and
7 STATE as determined in Section 5.0 below. No funds will be conveyed
8 to DISTRICT for invoices that have been revised or disallowed by the
9 STATE or Federal. Payment to DISTRICT shall be made within forty-
10 five (45) days of receipt and reconciliation of STATE funds by
11 SUPERINTENDENT.

12 5.0 FEE SCHEDULE.

13 a. Annual STATE Participation Fee. DISTRICT will be responsible
14 for DISTRICT'S share of the STATE Participation Fee, which is based
15 on the STATE'S cost for administering the SMAA claiming process.
16 SUPERINTENDENT will reduce DISTRICT'S quarterly SMAA claim
17 reimbursement for DISTRICT'S share of the STATE Participation Fee
18 increase.

19 b. State RMTS Software Platform Fee. DISTRICT will be
20 responsible for DISTRICT'S share of the State RMTS Software Platform
21 Fee, which is based on the DISTRICT'S actual cost of utilizing the
22 State RMTS Software Platform through a third party administrator
23 selected by the Region 9 LEC for the Random Moment Time Study.
24 SUPERINTENDENT will bill DISTRICT for DISTRICT'S share of the
25 software platform fees RMTS Software Platform Fee, which is based on
the DISTRICT'S actual cost of utilizing the State RMTS Software

1 Platform through a third party administrator selected by the Region
2 9 LEC for the Random Moment Time Study. SUPERINTENDENT will bill
3 DISTRICT for DISTRICT'S share of the software platform fees as
4 described in State RMTS Software Platform Fees and SUPERINTENDENT'S
5 Administrative Support Optional Service Fees, Appendix "B", attached
6 hereto and incorporated by reference herein. **DISTRICT shall complete**
7 **and return with the fully executed AGREEMENT the State RMTS Software**
8 **Platform Fees and SUPERINTENDENT'S Administrative Support Optional**
9 **Service Fees form, Appendix "B", attached hereto and incorporated by**
10 **reference herein**

11 c. SUPERINTENDENT'S Administrative Support Fees.

12 1. After SUPERINTENDENT has received
13 reimbursement from the STATE for DISTRICT'S
14 quarterly SMAA claim(s), SUPERINTENDENT will
15 transfer to DISTRICT an amount equal to the
16 Federal share of cost received as reimbursement
17 for DISTRICT'S SMAA claim submitted by DISTRICT,
18 less four and one-half percent (4.5%) fee per
19 quarterly claim which will be used to support
20 SUPERINTENDENT'S SMAA administration. The four and
21 one-half percent (4.5%) fee may be amended as
22 necessary to support compliance with all Federal,
23 STATE and SUPERINTENDENT'S program requirements.

24 2. Optional Services. If the DISTRICT selects
25 the option of having the LEC prepare the RMTS
quarterly invoice and assist the DISTRICT with the

1 calculation of the LEA Medi-Cal Eligibility Rate or
2 "Tape Match percentage" from data submitted by the
3 DISTRICT, an additional two percent (2.0%) will be
4 added to the Administrative Support Fee percentage
5 mentioned in 5.c.1 above. SUPERINTENDENT will
6 provide Optional Services upon written request of
7 DISTRICT as described in State RMTS Software
8 Platform Fees and SUPERINTENDENT'S Administrative
9 Support Optional Service Fees, Appendix "B",
10 attached hereto and incorporated by reference
11 herein.

12 d. The obligations of SUPERINTENDENT and DISTRICT under this
13 AGREEMENT are contingent upon the availability of funds furnished by
14 the United States Government and the State of California. In the
15 event that such funding is terminated or reduced, this AGREEMENT may
16 be terminated, and SUPERINTENDENT'S and DISTRICT'S fiscal
17 obligations hereunder shall be limited to a pro-rated amount of
18 funding actually received by the SUPERINTENDENT and DISTRICT from
19 the United States Government and the State of California under this
20 AGREEMENT. SUPERINTENDENT shall provide DISTRICT written
21 notification of such termination. Notice shall be deemed given when
22 received by the DISTRICT or no later than three (3) days after the
23 day of mailing, whichever is sooner.

24 6.0 FEDERAL CLAIMING.

25 a. TITLE 31 - Money and Finance, Subtitle V - General
Assistance Administration, Chapter 75 - Requirements for Single

1 Audits, Section 7502 requires each pass through entity provide the
2 sub-recipient program names and any identifying numbers from which
3 such assistance is derived. The Catalog of Federal Domestic
4 Assistance (CFDA) number for this Federal program is 93.778, Medical
5 Assistance Program (Medi-Cal).

6 b. A "Vendor" means a dealer, distributor, merchant, or other
7 seller providing goods or services that are required for the conduct
8 of a Federal program. These goods or services may be for an
9 organization's own use or for the use of beneficiaries of the
10 Federal program. Additional guidance on distinguishing between a
11 sub-recipient and a vendor is provided in OMB Circular A-133.

12 7.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of
13 this AGREEMENT, shall be and act as an independent contractor.
14 SUPERINTENDENT understands and agrees that he/she and all of his/her
15 employees shall not be considered officers, employees or agents of
16 the DISTRICT, and are not entitled to benefits of any kind or nature
17 normally provided employees of the DISTRICT and/or to which
18 DISTRICT'S employees are normally entitled, including, but not
19 limited to, State Unemployment Compensation or Workers'
20 Compensation. SUPERINTENDENT assumes full responsibility for the
21 acts and/or omissions of his/her employees or agents as they relate
22 to the services to be provided under this AGREEMENT. SUPERINTENDENT
23 shall assume full responsibility for payment of all Federal, STATE
24 and local taxes or contributions, including unemployment insurance,
25 social security and income taxes with respect to SUPERINTENDENT'S
employees.

1 8.0 COPYRIGHT. DISTRICT understands and agrees that all forms,
2 plans, and related instructional materials developed by
3 SUPERINTENDENT or DISTRICT under this AGREEMENT shall become the
4 exclusive property of the Department of Health Care Services. The
5 Department of Health Care Services shall have all right, title and
6 interest in said matters, including the right to secure and maintain
7 the copyright, trademark and/or patent all forms and related
8 instructional materials developed under this AGREEMENT.

9 9.0 HOLD HARMLESS.

10 a. SUPERINTENDENT hereby agrees to indemnify, defend, and hold
11 harmless DISTRICT, its Governing Board, and its officers, agents,
12 and employees from liability and claims of liability for bodily
13 injury, personal injury, sickness, disease, or death of any person
14 or persons, or damage to any property, real, personal, tangible or
15 intangible, arising out of the negligent acts or omissions of
16 employees, agents or officers of SUPERINTENDENT or the Orange County
17 Board of Education during the term of this AGREEMENT.

18 b. DISTRICT hereby agrees to indemnify, defend, and hold
19 harmless SUPERINTENDENT, the Orange County Board of Education, and
20 its officers, agents, and employees from liability and claims of
21 liability for bodily injury, personal injury, sickness, disease, or
22 death of any person or persons, or damage to any property, real,
23 personal, tangible or intangible, arising out of the negligent acts
24 or omissions of employees, agents or officers of DISTRICT during the
25 term of this AGREEMENT.

1 10.0 CONFIDENTIALITY.

2 a. SUPERINTENDENT and DISTRICT shall maintain confidentiality
3 of their respective records and information, governing the
4 confidentiality of client or student information for Medi-Cal
5 clients served under this AGREEMENT. Applicable laws include, but
6 are not limited to, 42 U.S.C. Section 1396a(a)7, 42 CFR Section
7 431.300, Welfare and Institutions Code, Section 14100.2 and 22
8 California Code of Regulations Section 51009 and all applicable
9 Federal and/or STATE laws or regulations as each may now exist or be
10 hereafter amended. The confidentiality obligations contained in
11 this section shall survive termination of this AGREEMENT.

12 b. DISTRICT understands and agrees to take all reasonable
13 steps to avoid unauthorized disclosure of any of SUPERINTENDENT'S
14 agents' proprietary data provided for purposes of this AGREEMENT
15 hereinafter defined as data file specifications, related
16 instructions, management reports, training materials, plans or other
17 information relating to the performance of SUPERINTENDENT'S agents
18 services hereunder, disclosed by SUPERINTENDENT to DISTRICT pursuant
19 to this AGREEMENT. DISTRICT shall not during or after the term of
20 this AGREEMENT, permit the copying, duplication, or use of any of
21 SUPERINTENDENT'S agents' proprietary data by or to any person other
22 than authorized employees, agents or representatives of DISTRICT.

23 11.0 ACCURACY OF INFORMATION. DISTRICT shall make reasonable effort
24 to assure that the information supplied to SUPERINTENDENT hereunder
25 shall be true, complete, and accurate in all respects. DISTRICT
shall assume sole responsibility for the truth, completeness and

1 accuracy of all information supplied to SUPERINTENDENT and agrees
2 that SUPERINTENDENT shall have no responsibility or liability for
3 the truth, completeness or accuracy of any information submitted by
4 DISTRICT hereunder. SUPERINTENDENT reserves the right to not certify
5 SMAA invoice(s) that do not comply with STATE and Federal SMAA
6 requirements.

7 12.0 LIMITATION OF LIABILITY. SUPERINTENDENT shall not be liable
8 for damages or losses to DISTRICT employees, agents, independent
9 contractors or students relating to lost medical services or lost
10 data under this AGREEMENT. SUPERINTENDENT shall not be liable for
11 any sums DISTRICT does not obtain in reimbursement from the STATE,
12 or for any incidental, indirect, special or consequential damages to
13 DISTRICT arising from the denial of any request for reimbursement
14 from the STATE.

15 13.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this
16 AGREEMENT shall not be assigned by the DISTRICT without prior
17 written approval of SUPERINTENDENT.

18 14.0 COMPLIANCE WITH APPLICABLE LAWS. The services completed herein
19 must meet the approval of the DISTRICT and shall be subject to the
20 DISTRICT'S general right of inspection to secure the satisfactory
21 completion thereof. SUPERINTENDENT and DISTRICT agree to comply
22 with all Federal, STATE and local laws, rules, regulations and
23 ordinances that are now or may in the future become applicable to
24 SUPERINTENDENT or DISTRICT'S, equipment and personnel engaged in
25 operations covered by this AGREEMENT or accruing out of the
performance of such operations.

1 15.0 LOBBYING RESTRICTIONS AND DISCLOSURE CERTIFICATION. DISTRICT
2 shall complete and return with the fully executed AGREEMENT the
3 Certification Regarding Lobbying form, Appendix "C", attached hereto
4 and incorporated by reference herein, that the DISTRICT has not
5 made, and will not make, any payment prohibited by Item 1 of the
6 Certification Regarding Lobbying form.

7 16.0 DEBARMENT AND SUSPENSION CERTIFICATION. By signing this
8 AGREEMENT, DISTRICT certifies to the best of its knowledge and
9 belief, that it:

10 a. Is not presently debarred, suspended, proposed for
11 debarment, declared ineligible, or voluntarily excluded by any
12 federal department or agency;

13 b. Has not within a three-year period preceding this
14 AGREEMENT been convicted of or had a civil judgement rendered
15 against them for commission of fraud or a criminal offense in
16 connection with obtaining, attempting to obtain, or performing a
17 public (Federal, STATE or local) transaction or contract under a
18 public transaction; violation of Federal or STATE antitrust statutes
19 or commission of embezzlement, theft, forgery, bribery,
20 falsification or destruction of records, making false statements, or
21 receiving stolen property.

22 c. Is not presently indicted for or otherwise criminally or
23 civilly charged by a government entity (Federal, STATE or local)
24 with commission of any of the offenses enumerated in Section 16.0(b)
25 herein; and

1 d. Has not within a three-year period preceding this
2 AGREEMENT had one or more public transactions (Federal, STATE or
3 local) terminated for cause or default.

4 e. The terms and definitions herein have the meanings set
5 out in the Definitions and Coverage sections of the rules
6 implementing Federal Executive Order 12549.

7 f. If DISTRICT is unable to certify to any of the statements
8 in this certification, DISTRICT shall submit an explanation to
9 SUPERINTENDENT.

10 g. If DISTRICT knowingly violates this certification, in
11 addition to other remedies available to the Federal Government, the
12 Department of Health Care Services (DHCS) may terminate this
13 AGREEMENT for cause or default.

14 17.0 NON-DISCRIMINATION. In the performance of this AGREEMENT,
15 SUPERINTENDENT and DISTRICT agree that they shall not engage nor
16 employ any unlawful discriminatory practices in employment of
17 personnel or in any other respect on the basis of sex, race, color,
18 ethnicity, national origin, ancestry, religion, age, marital status,
19 medical condition, sexual orientation, physical or mental disability
20 or any other protected group in accordance with the requirements of
21 all applicable Federal or STATE law.

22 18.0 TOBACCO USE POLICY. In the interest of public health,
23 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
24 use of any tobacco products are prohibited in buildings and
25 vehicles, and on any property owned, leased or contracted for by the
SUPERINTENDENT pursuant to SUPERINTENDENT' Policy 400.15. Failure

1 to abide with conditions of this policy could result in the
2 termination of this AGREEMENT.

3 19.0 TERMINATION. SUPERINTENDENT or DISTRICT may, at any time, with
4 or without cause, terminate this AGREEMENT with the giving of thirty
5 (30) days prior written notice to the other party. However, once
6 SUPERINTENDENT has submitted a RMTS Roster Report to the Department
7 of Health Care Services (DHCS), according to the School-based Medi-
8 Cal Administrative Activities (SMAA) Manual, DISTRICT may not
9 terminate until the next quarter survey period.

10 20.0 NOTICE. All notices or demands to be given under this
11 AGREEMENT by either party to the other shall be in writing and given
12 either by: (a) personal service or (b) by U.S. Mail, mailed either
13 by registered or certified mail, return receipt requested, with
14 postage prepaid. Service shall be considered given when received if
15 personally served or if mailed on the third day after deposit in any
16 U.S. Post Office. The address to which notices or demands may be
17 given by either party may be changed by written notice given in
18 accordance with the notice provisions of this section. As of the
19 date of this AGREEMENT, the addresses of the parties are as follows:

20 DISTRICT: Brawley Elementary School District
21 261 D Street
22 Brawley, California 92227
23 Attn: _____

24 SUPERINTENDENT: Orange County Superintendent of Schools
25 200 Kalmus Drive
Costa Mesa, California 92626
Attn: Patricia McCaughey

21.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek
redress for violation of, or to insist upon, the strict performance

1 of any term or condition of this AGREEMENT shall not be deemed a
2 waiver by that party of such term or condition, or prevent a
3 subsequent similar act from again constituting a violation of such
4 term or condition.

5 22.0 SEVERABILITY. If any term, condition or provision of this
6 AGREEMENT is held by a court of competent jurisdiction to be
7 invalid, void, or unenforceable, the remaining provisions will
8 nevertheless continue in full force and effect, and shall not be
9 affected, impaired or invalidated in any way.

10 23.0 GOVERNING LAW. The terms and conditions of this AGREEMENT
11 shall be governed by the laws of the State of California with venue
12 in Orange County, California.

13 24.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
14 attached hereto constitute the entire agreement among the Parties to
15 it and supercedes any prior or contemporaneous understanding or
16 agreement with respect to the services contemplated, and may be
17 amended only by a written amendment executed by both Parties to the
18 AGREEMENT.

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IN WITNESS WHEREOF, the Parties hereto set their hands.

DISTRICT: BRAWLEY ELEMENTARY
SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

BY: _____
Authorized Signature

BY: Patricia McCaughey
Authorized Signature

PRINTED NAME: _____

PRINTED NAME: Patricia McCaughey

TITLE: _____

TITLE: Coordinator

DATE: _____

DATE: APR 19 2016

FEDERAL IDENTIFICATION NUMBER

Brawley Elementary SD-MAA(42812)2016-17
ZIP6

**SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)
DISTRICT INFORMATION
2016-2017**

1. DISTRICT/SCHOOL

District/School Name _____ County _____

Claiming Unit: _____
If different than name above.

2. DISTRICT SMAA COORDINATOR

Name _____ District Job Title _____

Street Address _____ City, State, Zip _____

Mailing Address (if different than street address) _____ City, State, Zip _____

Phone (please include extension) _____ Fax _____ Email _____

3. SUPERVISOR OF DISTRICT SMAA COORDINATOR

Name _____ District Job Title _____

Phone (please include extension) _____ Fax _____ Email _____

Check box for this person to be included in communications.

4. (a) ALTERNATE DISTRICT CONTACT – SMAA COORDINATOR DESIGNEE

Name _____ District Job Title _____

Phone (please include extension) _____ Fax _____ Email _____

Check box for this person to be included in communications.

5. (b) ALTERNATE DISTRICT CONTACT – FISCAL DESIGNEE

Name _____ District Job Title _____

Phone (please include extension) _____ Fax _____ Email _____

Check box for this person to be included in communications.

**SCHOOL-BASED MEDICAL ADMINISTRATIVE ACTIVITIES (SMAA)
DISTRICT INFORMATION
2016-2017**

Appendix A

6. DATES SMAA COORDINATOR WILL NOT BE AVAILABLE DURING THE SUMMER

June 2016: _____ July 2016: _____
August 2016 _____ September 2016: _____

Name of Alternate District Contact during summer (June–September, 2016)

Phone _____ *Email*

7. FIRST STUDENT ATTENDANCE DATE(S) _____, 2016 _____, 2016

8. STUDENT ATTENDANCE BREAKS Winter: _____ to _____, 2017

Spring: _____ to _____, 2017

9. SMAA COORDINATION & TRAINING SUBCONTRACTOR/VENDOR

Company Name

Contact _____ *Contact Job Title*

Mailing Address _____ *City, State, Zip*

Phone _____ *Fax* _____ *Email*

PRINTED NAME OF PERSON FILLING OUT FORM _____ **JOB CLASSIFICATION TITLE**

DATE

APPENDIX B

State RMTS Software Platform Fees

DISTRICT will be responsible for DISTRICT'S share of the State RMTS Software Platform Fee, which is based on the DISTRICT'S actual cost of utilizing the State RMTS Software Platform through a third party administrator selected by the Region 9 LEC for the Random Moment Time Study. SUPERINTENDENT will bill DISTRICT for DISTRICT'S share of the software platform fees.

Current third party administrator under contract with SUPERINTENDENT is Public Consulting Group Inc. (PCG). Contract term is for a period of three years ending June 30, 2017. RMTS Software Platform Fees are currently structured on a monthly participant rate based on an aggregate participant count statewide of all LECs utilizing the PCG RMTS system each quarter. Since the California Department of Health Care Services (DHCS) does not require a time study for quarter 1, the July-September quarter, these charges will be half the rate of the monthly fee and based on prior quarter participant count.

Quarter	Monthly Rate/Participant
Q1: July - September	\$0.25/participant/month
Q2: October - December	\$0.50/ participant/month
Q3: January - March	\$0.50/ participant/month
Q4: April - June	\$0.50/ participant/month

SUPERINTENDENT'S Administrative Support Optional Service Fees

The following optional service is offered to support the administrative SMAA program. If the DISTRICT selects the optional service, an additional two percent (2.0%) will be added to the Administrative Support Fee percentage.

SUPERINTENDENT will assist DISTRICT with the calculation or transmission of student data files to the DHCS for calculation of the Medi-Cal Eligibility Rate or "Tape Match percentage".

SUPERINTENDENT will create and provide to DISTRICT a fiscal workbook to assist in gathering and preparing the fiscal information required to complete the SMAA invoice claim. The Time Study Participant pool lists and RMTS results will be integrated with the fiscal workbook which will reduce data entry and support consistency of information. SUPERINTENDENT will prepare SMAA invoice claims in accordance with program guidelines approved by DHCS, based on information supplied by the DISTRICT for each fiscal quarter during the Term of the Agreement. DISTRICT will print, sign and submit final invoice claim to SUPERINTENDENT for final review, audit and submission to DHCS for processing.

SUPERINTENDENT will provide annual training to the DISTRICT SMAA Coordinator and relevant finance/business office staff.

<input type="checkbox"/> YES	<input type="checkbox"/> NO	July 1, 2016 - June 30, 2017
------------------------------	-----------------------------	------------------------------

Name:

District:

Date

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency of the United States Government, a Member of Congress in connection with the making, awarding or entering into this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, 'Disclosure of Lobbying Activities' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contractors, sub-grants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DISTRICT: _____

BY: _____
Authorized Signature

PRINTED NAME: _____

TITLE: _____

DATE: _____