

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  
Brawley, California 92227  
Attn: \_\_\_\_\_

22 SUPERINTENDENT: Orange County Superintendent of Schools  
23 200 Kalmus Drive  
Costa Mesa, California 92626  
24 Attn: Patricia McCaughey

25 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.

19 ////

20 ////

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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.

Optional Services for the Agreement		
<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: \_\_\_\_\_