

2 CYPRESS 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 2017, 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 Cypress School District, 9470 Moody Street,
10 Cypress, California 90630, 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, 2017, and ending on June 30, 2018,
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 Survey (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 RMTS moments and make available to the DISTRICT
19 its RMTS results.
- 20 m. Review and submit the Random Moment Time Survey (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 for a mutually agreed to
3 additional fee (See Appendix "B").
- 4 o. If necessary, assist the DISTRICT with the calculation
5 of the LEA Medi-Cal Eligibility Rate or "Data Match
6 percentage" from student data submitted by the DISTRICT.
- 7 p. Review DISTRICT'S quarterly invoice documents for
8 accuracy and completeness and request corrections if
9 necessary.
- 10 q. Review corrected documents for compliance with rules and
11 regulations; work with DISTRICT to resolve any
12 outstanding matters that prevent SUPERINTENDENT'S
13 certification of claim.
- 14 r. Provide DISTRICT access to STATE SMAA Appeal Process
15 upon request.
- 16 s. Appeal DISTRICT decision or action through the STATE
17 SMAA Appeal Process if necessary.
- 18 t. Monitor compliance of DISTRICT with all Federal, STATE,
19 and SUPERINTENDENT'S Program requirements.
- 20 u. Designate an employee to act as liaison to DISTRICT
21 regarding issues relating to this AGREEMENT.

22 3.0 RESPONSIBILITIES OF DISTRICT.

- 23 a. Responsibilities of SUPERINTENDENT and DISTRICT will be
24 amended as necessary to comply with all Federal, STATE
25 and SUPERINTENDENT'S program requirements.

- 1 b. RMTS software platform may be accessed only by employees
2 of the DISTRICT for RMTS purposes. DISTRICT agrees to
3 comply with the confidentiality and other requirements
4 associated with use of the RMTS software platform.
5 DISTRICT shall be responsible for any unauthorized use
6 and understands that the DISTRICT may be held liable.
- 7 c. Quarterly assess SMAA claiming potential within the
8 DISTRICT and determine which staff perform SMAA
9 activities and will participate in the Random Moment
10 Time Survey (RMTS) and what direct charges, if
11 applicable, will be claimed.
- 12 d. Certify to the SUPERINTENDENT and STATE the amount of
13 DISTRICT'S general funds or any other funds allowed
14 under Federal law and regulations expended on the
15 allowable "Program activities".
- 16 e. Comply fully with all Title XIX Federal, STATE, and
17 SUPERINTENDENT'S Program requirements.
- 18 f. Certify to SUPERINTENDENT and STATE the availability and
19 expenditure, from allowable non-Federal funding sources,
20 of one hundred percent (100%) of the cost of performing
21 Program activities.
- 22 g. Certify to SUPERINTENDENT and STATE expenditures
23 represent costs that are eligible for Federal financial
24 participation for that fiscal year.
- 25 h. If subcontracting for certain administrative activities,
 provide SUPERINTENDENT with a copy of the DISTRICT'S

1 contract with vendor. DISTRICT may include vendor's
2 allowable costs on its invoice, to the extent that same
3 tasks are not performed by the SUPERINTENDENT and with
4 the understanding that the total vendor fees cannot
5 exceed fifteen percent (15%).

- 6 i. Ensure that DISTRICT'S designated SMAA Coordinator
7 attends quarterly Region 9 LEC SMAA Coordinators
8 trainings and meetings.
- 9 j. Adhere to timelines established by the STATE and
10 SUPERINTENDENT for completion of Program documentation
11 (e.g., Program invoices, Random Moment Time Survey
12 (RMTS) Rosters, reports, etc.). Respond in a timely
13 manner to all STATE and SUPERINTENDENT requests for
14 information and documentation.
- 15 k. Respond to SUPERINTENDENT reviews with information and
16 corrected documents upon request.
- 17 l. Work with SUPERINTENDENT to resolve any outstanding
18 matters.
- 19 m. Appeal SUPERINTENDENT's decision through the STATE
20 SMAA LEA Appeal Process if necessary.
- 21 n. Complete quarterly Random Moment Time Survey (RMTS), as
22 required by the Centers for Medicare and Medicaid
23 Services (CMS), to determine the amount of paid time
24 spent on Program claimable activities.
- 25 o. DISTRICT will maintain a minimum response rate of
eighty-five percent (85%) of the moments assigned per

1 time study quarter. If DISTRICT is unable to maintain
2 the required response rate, DISTRICT will have sanctions
3 applied according to the School-based Medi-Cal
4 Administrative Activities (SMAA) Manual.

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

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

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

24 r. Provide SUPERINTENDENT with copies of SMAA invoice
25 supporting documentation upon request.

s. DISTRICT agrees to maintain and preserve, documentation
for a period of not less than five years after
termination of Agreement Number 44335 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,

1 documents, papers and records related to this AGREEMENT
2 and to allow interviews of any employee who might
3 reasonably have information related to such records.

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

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

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

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

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

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

17 (a) If this AGREEMENT is completely or
18 partially terminated, the records
19 relating to the work terminated shall be
20 preserved and made available for a period
21 of five (5) years from the date of
22 resulting final settlement.

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

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

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

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

24 u. The STATE, through any authorized representatives, has
25 the right at all reasonable times to inspect or
otherwise evaluate the work performed or being performed

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

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

14 w. Ensure no duplicative billings.

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

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

22 z. If necessary, provide SUPERINTENDET with student data
23 files required for the calculation of the LEA Medi-Cal
24 Eligibility Rate or "Data Match percentage".

25 aa. Complete and return with the fully executed AGREEMENT,
SUPERINTENDENT'S School-based Medi-Cal Administrative

1 Activities (SMAA) District Information 2017-2018 form,
2 Appendix "A", the School-based Medi-Cal Administrative
3 Activities (SMAA) Service Fee Information 2017-2018
4 form, Appendix "B" and Certification Regarding Lobbying
5 form, Appendix "C", attached hereto and incorporated by
6 reference herein.

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

18 5.0 FEE SCHEDULE.

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

1 School-based Medi-Cal Administrative Activities (SMAA)
2 Service Fee Information 2017-2018 form, Appendix "B",
3 attached hereto and incorporated by reference herein.

4 b. SUPERINTENDENT'S LEC Fees.

5 1. After SUPERINTENDENT has received
6 reimbursement from the STATE for DISTRICT'S
7 quarterly SMAA claim(s), SUPERINTENDENT will
8 transfer to DISTRICT an amount equal to the
9 Federal share of cost received as
10 reimbursement for DISTRICT'S SMAA claim
11 submitted by DISTRICT, less four and one-half
12 percent (4.5%) fee per quarterly claim which
13 will be used to support SUPERINTENDENT'S SMAA
14 administration. The four and one-half percent
15 (4.5%) fee may be amended as necessary to
16 support compliance with all Federal, STATE and
17 SUPERINTENDENT'S program requirements. LEC fee
18 will include DISTRICT'S share of the STATE
19 Participation Fee, which is based on the
20 STATE'S cost for administering the SMAA
21 claiming process.

22 2. Optional Services. If the DISTRICT selects the
23 option of having the LEC prepare the RMTS
24 quarterly invoice, an additional two percent
25 (2.0%) will be added to the LEC Fee percentage
mentioned in 5.b.1 above, but billed

1 separately. SUPERINTENDENT will provide
2 Optional Services upon written request of
3 DISTRICT (See Appendix "B").

4 c. The obligations of SUPERINTENDENT and DISTRICT under
5 this AGREEMENT are contingent upon the availability of
6 funds furnished by the United States Government and the
7 State of California. In the event that such funding is
8 terminated or reduced, this AGREEMENT may be terminated,
9 and SUPERINTENDENT'S and DISTRICT'S fiscal obligations
10 hereunder shall be limited to a pro-rated amount of
11 funding actually received by the SUPERINTENDENT and
12 DISTRICT from the United States Government and the
13 State of California under this AGREEMENT. SUPERINTENDENT
14 shall provide DISTRICT written notification of such
15 termination. Notice shall be deemed given when received
16 by the DISTRICT or no later than three (3) days after
17 the day of mailing, whichever is sooner. Complete and
18 return with the fully executed AGREEMENT,
19 SUPERINTENDENT'S School-based Medi-Cal Administrative
20 Activities (SMAA) District Information 2017-2018 form,
21 Appendix "A", the School-based Medi-Cal Administrative
22 Activities (SMAA) Service Fee Information 2017-2018
23 form, Appendix "B" and Certification Regarding Lobbying
24 form, Appendix "C", attached hereto and incorporated by
25 reference herein.

1 6.0 FEDERAL CLAIMING.

2 a. TITLE 31 - Money and Finance, Subtitle V - General
3 Assistance Administration, Chapter 75 - Requirements for
4 Single Audits, Section 7502 requires each pass through
5 entity provide the sub-recipient program names and any
6 identifying numbers from which such assistance is
7 derived. The Catalog of Federal Domestic Assistance
8 (CFDA) number for this Federal program is 93.778,
9 Medical Assistance Program (Medi-Cal).

10 b. A "Vendor" means a dealer, distributor, merchant, or
11 other seller providing goods or services that are
12 required for the conduct of a Federal program. These
13 goods or services may be for an organization's own use
14 or for the use of beneficiaries of the Federal program.
15 Additional guidance on distinguishing between a sub-
16 recipient and a vendor is provided in OMB Circular A-
17 133.

18 7.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of
19 this AGREEMENT, shall be and act as an independent contractor.
20 SUPERINTENDENT understands and agrees that he/she and all of his/her
21 employees shall not be considered officers, employees or agents of
22 the DISTRICT, and are not entitled to benefits of any kind or nature
23 normally provided employees of the DISTRICT and/or to which
24 DISTRICT'S employees are normally entitled, including, but not
25 limited to, State Unemployment Compensation or Workers'
Compensation. SUPERINTENDENT assumes full responsibility for the

1 acts and/or omissions of his/her employees or agents as they relate
2 to the services to be provided under this AGREEMENT. SUPERINTENDENT
3 shall assume full responsibility for payment of all Federal, STATE
4 and local taxes or contributions, including unemployment insurance,
5 social security and income taxes with respect to SUPERINTENDENT'S
6 employees.

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

15 9.0 HOLD HARMLESS.

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

1 b. DISTRICT hereby agrees to indemnify, defend, and hold
2 harmless SUPERINTENDENT, the Orange County Board of
3 Education, and its officers, agents, and employees from
4 liability and claims of liability for bodily injury,
5 personal injury, sickness, disease, or death of any
6 person or persons, or damage to any property, real,
7 personal, tangible or intangible, arising out of the
8 negligent acts or omissions of employees, agents or
9 officers of DISTRICT during the term of this AGREEMENT.

10 10.0 CONFIDENTIALITY.

11 a. SUPERINTENDENT and DISTRICT shall maintain
12 confidentiality of their respective records and
13 information, governing the confidentiality of client or
14 student information for Medi-Cal clients served under
15 this AGREEMENT. Applicable laws include, but are not
16 limited to, 42 U.S.C. Section 1396a(a)7, 42 CFR Section
17 431.300, Welfare and Institutions Code, Section 14100.2
18 and 22 California Code of Regulations Section 51009 and
19 all applicable Federal and/or STATE laws or regulations
20 as each may now exist or be hereafter amended. The
21 confidentiality obligations contained in this section
22 shall survive termination of this AGREEMENT.

23 b. DISTRICT understands and agrees to take all reasonable
24 steps to avoid unauthorized disclosure of any of
25 SUPERINTENDENT'S agents' proprietary data provided for
 purposes of this AGREEMENT hereinafter defined as data

1 file specifications, related instructions, management
2 reports, training materials, plans or other information
3 relating to the performance of SUPERINTENDENT'S agents
4 services hereunder, disclosed by SUPERINTENDENT to
5 DISTRICT pursuant to this AGREEMENT. DISTRICT shall not
6 during or after the term of this AGREEMENT, permit the
7 copying, duplication, or use of any of SUPERINTENDENT'S
8 agents' proprietary data by or to any person other than
9 authorized employees, agents or representatives of
10 DISTRICT.

11 11.0 ACCURACY OF INFORMATION. DISTRICT shall make reasonable effort
12 to assure that the information supplied to SUPERINTENDENT hereunder
13 shall be true, complete, and accurate in all respects. DISTRICT
14 shall assume sole responsibility for the truth, completeness and
15 accuracy of all information supplied to SUPERINTENDENT and agrees
16 that SUPERINTENDENT shall have no responsibility or liability for
17 the truth, completeness or accuracy of any information submitted by
18 DISTRICT hereunder. SUPERINTENDENT reserves the right to not certify
19 SMAA invoice(s) that do not comply with STATE and Federal SMAA
20 requirements.

21 12.0 LIMITATION OF LIABILITY. SUPERINTENDENT shall not be liable
22 for damages or losses to DISTRICT employees, agents, independent
23 contractors or students relating to lost medical services or lost
24 data under this AGREEMENT. SUPERINTENDENT shall not be liable for
25 any sums DISTRICT does not obtain in reimbursement from the STATE,
or for any incidental, indirect, special or consequential damages to

1 DISTRICT arising from the denial of any request for reimbursement
2 from the STATE.

3 13.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this
4 AGREEMENT shall not be assigned by the DISTRICT without prior
5 written approval of SUPERINTENDENT.

6 14.0 COMPLIANCE WITH APPLICABLE LAWS. The services completed herein
7 must meet the approval of the DISTRICT and shall be subject to the
8 DISTRICT'S general right of inspection to secure the satisfactory
9 completion thereof. SUPERINTENDENT and DISTRICT agree to comply
10 with all Federal, STATE and local laws, rules, regulations and
11 ordinances that are now or may in the future become applicable to
12 SUPERINTENDENT or DISTRICT'S, equipment and personnel engaged in
13 operations covered by this AGREEMENT or accruing out of the
14 performance of such operations.

15 15.0 LOBBYING RESTRICTIONS AND DISCLOSURE CERTIFICATION. DISTRICT
16 shall complete and return with the fully executed AGREEMENT the
17 Certification Regarding Lobbying form, Appendix "C", attached hereto
18 and incorporated by reference herein, that the DISTRICT has not
19 made, and will not make, any payment prohibited by Item 1 of the
20 Certification Regarding Lobbying form.

21 16.0 DEBARMENT AND SUSPENSION CERTIFICATION. By signing this
22 AGREEMENT, DISTRICT certifies to the best of its knowledge and
23 belief, that it:

- 24 a. Is not presently debarred, suspended, proposed for
25 debarment, declared ineligible, or voluntarily excluded
by any federal department or agency;

- 1 b. Has not within a three-year period preceding this
2 AGREEMENT been convicted of or had a civil judgement
3 rendered against them for commission of fraud or a
4 criminal offense in connection with obtaining,
5 attempting to obtain, or performing a public (Federal,
6 STATE or local) transaction or contract under a public
7 transaction; violation of Federal or STATE antitrust
8 statutes or commission of embezzlement, theft, forgery,
9 bribery, falsification or destruction of records, making
10 false statements, or receiving stolen property.
- 11 c. Is not presently indicted for or otherwise criminally or
12 civilly charged by a government entity (Federal, STATE
13 or local) with commission of any of the offenses
14 enumerated in Section 16.0(b) herein; and
- 15 d. Has not within a three-year period preceding this
16 AGREEMENT had one or more public transactions (Federal,
17 STATE or local) terminated for cause or default.
- 18 e. The terms and definitions herein have the meanings set
19 out in the Definitions and Coverage sections of the
20 rules implementing Federal Executive Order 12549.
- 21 f. If DISTRICT is unable to certify to any of the
22 statements in this certification, DISTRICT shall submit
23 an explanation to SUPERINTENDENT.
- 24 g. If DISTRICT knowingly violates this certification, in
25 addition to other remedies available to the Federal
 Government, the Department of Health Care Services

(DHCS) may terminate this AGREEMENT for cause or default.

17.0 HIPAA. DISTRICT agrees to inform all students and faculty of the importance of complying with all relevant State and Federal confidentiality laws, including the Health Insurance Portability and Accountability Act of 1996 (HIPPA) to the extent applicable. In addition, DISTRICT agrees to provide students and faculty with training in the requirements of the privacy and security provisions of HIPAA and to advise them of the importance of complying with Facility's policies and procedures relative to HIPAA.

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

19.0 TOBACCO USE POLICY. In the interest of public health, SUPERINTENDENT provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for by the SUPERINTENDENT pursuant to SUPERINTENDENT' Policy 400.15. Failure to abide with conditions of this policy could result in the termination of this AGREEMENT.

1 20.0 TERMINATION. SUPERINTENDENT or DISTRICT may, at any time, with
2 or without cause, terminate this AGREEMENT with the giving of thirty
3 (30) days prior written notice to the other party. However, once
4 SUPERINTENDENT has submitted a RMTS Roster Report to the Department
5 of Health Care Services (DHCS), according to the School-based Medi-
6 cal Administrative Activities (SMAA) Manual, DISTRICT may not
7 terminate until the next quarter survey period.

8 21.0 NOTICE. All notices or demands to be given under this
9 AGREEMENT by either party to the other shall be in writing and given
10 either by: (a) personal service or (b) by U.S. Mail, mailed either
11 by registered or certified mail, return receipt requested, with
12 postage prepaid. Service shall be considered given when received if
13 personally served or if mailed on the third day after deposit in any
14 U.S. Post Office. The address to which notices or demands may be
15 given by either party may be changed by written notice given in
16 accordance with the notice provisions of this section. As of the
17 date of this AGREEMENT, the addresses of the parties are as follows:

18 DISTRICT: Cypress School District
19 9470 Moody Street
Cypress, California 90630
Attn: _____

20 SUPERINTENDENT: Orange County Superintendent of Schools
21 200 Kalmus Drive
Costa Mesa, California 92626
22 Attn: Patricia McCaughey

23 22.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek
24 redress for violation of, or to insist upon, the strict performance
25 of any term or condition of this AGREEMENT shall not be deemed a
waiver by that party of such term or condition, or prevent a

1 subsequent similar act from again constituting a violation of such
2 term or condition.

3 23.0 SEVERABILITY. If any term, condition or provision of this
4 AGREEMENT is held by a court of competent jurisdiction to be
5 invalid, void, or unenforceable, the remaining provisions will
6 nevertheless continue in full force and effect, and shall not be
7 affected, impaired or invalidated in any way.

8 24.0 GOVERNING LAW. The terms and conditions of this AGREEMENT
9 shall be governed by the laws of the State of California with venue
10 in Orange County, California.

11 25.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
12 attached hereto constitute the entire agreement among the Parties to
13 it and supercedes any prior or contemporaneous understanding or
14 agreement with respect to the services contemplated, and may be
15 amended only by a written amendment executed by both Parties to the
16 AGREEMENT.

17
18 [THIS SECTION INTENTIONALLY LEFT BLANK]
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20
21
22
23
24
25

1 IN WITNESS WHEREOF, the Parties hereto set their hands.

2 DISTRICT: CYPRESS SCHOOLS
3 DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

4 BY: _____
Authorized Signature

BY: Patricia McCaughey
Authorized Signature

5 PRINTED NAME: _____

PRINTED NAME: Patricia McCaughey

6 TITLE: _____

TITLE: Administrator

7 DATE: _____

DATE: May 9, 2017

8 _____
9 FEDERAL IDENTIFICATION NUMBER

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14 Cypress SD-MAA (44335) 2017-2018-Rev 042817
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Local Educational Consortium School-Based Medi-Cal Administrative Activities
 Region 9 • Imperial, Orange, and San Diego Counties
 Administered by the Orange County Superintendent of Schools

**SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)
 DISTRICT INFORMATION
 2017-2018**

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* _____

☐ Check box for this person to be included in RMTS system.

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.

☐ Check box for this person to be included in RMTS system.

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

Name _____ *District Job Title* _____
Phone (please include extension) _____ *Fax* _____ *Email* _____

☐ Check box for this person to be included in communications.

☐ Check box for this person to be included in RMTS system.

**SCHOOL-BASED MEDICAL ADMINISTRATIVE ACTIVITIES (SMAA)
DISTRICT INFORMATION
2017-2018**

(b) ALTERNATE DISTRICT CONTACT – SMAA COORDINATOR DESIGNEE/ASSISTANT

Name

District Job Title

Phone (please include extension)

Fax

Email

☐ Check box for this person to be included in communications.

☐ Check box for this person to be included in RMTS system.

5. 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.

☐ Check box for this person to be included in RMTS system.

6. SMAA INVOICE SUBCONTRACTOR/THIRD-PARTY 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

**SCHOOL-BASED MEDICAL ADMINISTRATIVE ACTIVITIES (SMAA)
SERVICE FEE INFORMATION
2017-2018**

State RMTS Software Platform Fee

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. The DISTRICT'S share of the software platform fees may be included in the DISTRICT's claim for reimbursement based on actual costs paid.

Current third party administrator under contract with SUPERINTENDENT is Public Consulting Group Inc. (PCG). The original contract term was for a period of three years ending September 30, 2017 and has been extended one year to conclude September 30, 2018. 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	\$0.27/participant/month
Q2: October – December	\$0.54/ participant/month
Q3: January – March	\$0.54/ participant/month
Q4: April – June	\$0.54/ participant/month

SUPERINTENDENT'S LEC Fee for Administrative Support

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

Included in the LEC fee is the DISTRICT'S share of the STATE Participation Fee assessed to each LEC region, based on the STATE'S cost for administering the SMAA claiming process. Also, if needed, the

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

SUPERINTENDENT'S OPTIONAL SERVICES Fee

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 in addition to the LEC Fee percentage but billed separately by the SUPERINTENDENT so that the DISTRICT may submit the optional service costs for claim reimbursement based on actual costs paid.

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.

Please indicate below, the DISTRICT’s response to the optional service being offered and return with the fully executed AGREEMENT.

Optional Service		Effective Date
<input type="checkbox"/> YES	<input type="checkbox"/> NO	July 1, 2017 – June 30, 2018

Name

Date

District Name

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: _____