

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, 2018,
6 by and between the Orange County Superintendent of Schools, 200 Kalmus
7 Drive, Costa Mesa, California 92626, Region 9 Local Educational
8 Consortium (LEC), hereinafter referred to as SUPERINTENDENT, and the
9 Cypress School District, 9470 Moody Street, Cypress, California 90630,
10 hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall
11 be collectively referred to as the Parties.

12 WITNESSETH:

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

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

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

1 potentially eligible individuals, and their families where
2 appropriate, served by the SUPERINTENDENT and participating LEA'S; and

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

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

7 1.0 TERM. The term of this AGREEMENT shall be for a period of one
8 (1) year commencing on July 1, 2018, and ending on June 30, 2019,
9 subject to termination as set forth in this AGREEMENT.

10 2.0 RESPONSIBILITIES OF SUPERINTENDENT.

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

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

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

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

24 e. Act as liaison between STATE and DISTRICT.

25 f. As mandated, provide a software platform through a third
party vendor, through which the DISTRICT shall utilize

1 the Random Moment Time Survey (RMTS) process. Although
2 the SUPERINTENDENT will make every reasonable effort to
3 facilitate the use of the software platform, the
4 SUPERINTENDENT is not responsible for problems resulting
5 from software platform or system errors.

6 g. Represent DISTRICT'S issues, concerns, and questions at
7 scheduled statewide LEC Advisory Committee meetings,
8 STATE meetings, and SMAA Program work groups.

9 h. As mandated by STATE, attend STATE trainings.

10 i. Conduct Region 9 LEC DISTRICT SMAA Coordinator meetings
11 and trainings.

12 j. On behalf of STATE, provide STATE approved training
13 materials and updates to DISTRICT.

14 k. On behalf of STATE, provide program technical assistance.

15 l. Code all RMTS moments and make available to the DISTRICT
16 its RMTS results.

17 m. Review and submit the Random Moment Time Survey (RMTS)
18 quarterly invoice to the STATE on behalf of the DISTRICT
19 and convey to the DISTRICT by warrant all funds received
20 on behalf of DISTRICT from the STATE less any amount due
21 the SUPERINTENDENT as defined in Section 5.0 of this
22 AGREEMENT. No funds will be conveyed to DISTRICT for
23 invoices that have been disallowed by the STATE.

24 n. Offer the DISTRICT the option of the LEC preparing the
25 RMTS quarterly invoice for a mutually agreed to additional
fee (See Appendix "C").

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

19 3.0 RESPONSIBILITIES OF DISTRICT.

- 20 a. Responsibilities of SUPERINTENDENT and DISTRICT will be
21 amended as necessary to comply with all Federal, STATE
22 and SUPERINTENDENT'S program requirements.
- 23 b. RMTS software platform may be accessed only by employees
24 of the DISTRICT for RMTS purposes. DISTRICT agrees to
25 comply with the confidentiality and other requirements
associated with use of the RMTS software platform.

1 DISTRICT shall be responsible for any unauthorized use
2 and understands that the DISTRICT may be held liable.

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

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

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

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

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

21 h. If subcontracting for certain administrative activities,
22 provide SUPERINTENDENT with a copy of the DISTRICT'S
23 contract with vendor. DISTRICT may include vendor's
24 allowable costs on its invoice, to the extent that same
25 tasks are not performed by the SUPERINTENDENT and with

1 the understanding that the total vendor fees cannot exceed
2 fifteen percent (15%).

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

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

12 k. Respond to SUPERINTENDENT reviews with information and
13 corrected documents upon request.

14 l. Work with SUPERINTENDENT to resolve any outstanding
15 matters.

16 m. Appeal SUPERINTENDENT'S decision through the STATE SMAA
17 LEA Appeal Process if necessary.

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

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

1 according to the School-based Medi-Cal Administrative
2 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 Survey (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 46184 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 with
5 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 of
16 this AGREEMENT and its records shall be subject
17 at all reasonable times to inspection, audit,
18 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 reasonably
4 have information related to such records.
5 Further, DISTRICT agrees to include a similar
6 right of the STATE to audit records and
7 interview staff related to performance of this
8 AGREEMENT.

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

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

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

1 which arise from it, or until the end of
2 the regular five-year period, whichever is
3 later.

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

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

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

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

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

12 w. Ensure no duplicative billings.

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

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

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

22 aa. Complete and return with the fully executed AGREEMENT,
23 SUPERINTENDENT'S School-based Medi-Cal Administrative
24 Activities (SMAA) District Information 2018-2019 form,
25 Appendix "A", the School-based Medi-Cal Administrative
Activities (SMAA) LEC Fee Information 2018-2019 form,

1 Appendix "C" and Certification Regarding Lobbying form,
2 Appendix "D", attached hereto and incorporated by
3 reference herein.

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

14 5.0 FEE SCHEDULE.

15 a. State RMTS Software Platform Fee. DISTRICT will be
16 responsible for DISTRICT'S share of the State RMTS
17 Software Platform Fee, which is based on the DISTRICT'S
18 actual cost of utilizing the State RMTS Software Platform
19 through a third party administrator selected by the Region
20 9 LEC for the Random Moment Time Survey. SUPERINTENDENT
21 will bill DISTRICT for DISTRICT'S share of the software
22 platform fees as described in the School-based Medi-Cal
23 Administrative Activities (SMAA) RMTS Fee Information
24 2018-2019 form, Appendix "B", attached hereto and
25 incorporated by reference herein.

 b. SUPERINTENDENT'S LEC Fees.

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

17 2. Optional Services. If the DISTRICT selects the
18 option of having the LEC prepare the RMTS
19 quarterly invoice, an additional two percent
20 (2.0%) will be added to the LEC Fee percentage
21 mentioned in 5.b.1 above, but billed separately.
22 SUPERINTENDENT will provide Optional Services
23 upon written request of DISTRICT (See Appendix
24 "C").

25 c. The obligations of SUPERINTENDENT and DISTRICT under this
 AGREEMENT are contingent upon the availability of funds

1 furnished by the United States Government and the State
2 of California. In the event that such funding is
3 terminated or reduced, this AGREEMENT may be terminated,
4 and SUPERINTENDENT'S and DISTRICT'S fiscal obligations
5 hereunder shall be limited to a pro-rated amount of
6 funding actually received by the SUPERINTENDENT and
7 DISTRICT from the United States Government and the State
8 of California under this AGREEMENT. SUPERINTENDENT shall
9 provide DISTRICT written notification of such
10 termination. Notice shall be deemed given when received
11 by the DISTRICT or no later than three (3) days after the
12 day of mailing, whichever is sooner. **Complete and return**
13 **with the fully executed AGREEMENT, SUPERINTENDENT'S**
14 **School-based Medi-Cal Administrative Activities (SMAA)**
15 **District Information 2018-2019 form, Appendix "A", the**
16 **School-based Medi-Cal Administrative Activities (SMAA)**
17 **LEC Fee Information 2018-2019 form, Appendix "C" and**
18 **Certification Regarding Lobbying form, Appendix "D",**
19 **attached hereto and incorporated by reference herein.**

20 6.0 FEDERAL CLAIMING.

- 21 a. TITLE 31 - Money and Finance, Subtitle V - General
22 Assistance Administration, Chapter 75 - Requirements for
23 Single Audits, Section 7502 requires each pass through
24 entity provide the sub-recipient program names and any
25 identifying numbers from which such assistance is derived.
The Catalog of Federal Domestic Assistance (CFDA) number

1 for this Federal program is 93.778, Medical Assistance
2 Program (Medi-Cal).

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

10 7.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of
11 this AGREEMENT, shall be and act as an independent contractor.
12 SUPERINTENDENT understands and agrees that he/she and all of his/her
13 employees shall not be considered officers, employees or agents of the
14 DISTRICT, and are not entitled to benefits of any kind or nature
15 normally provided employees of the DISTRICT and/or to which DISTRICT'S
16 employees are normally entitled, including, but not limited to, State
17 Unemployment Compensation or Workers' Compensation. SUPERINTENDENT
18 assumes full responsibility for the acts and/or omissions of his/her
19 employees or agents as they relate to the services to be provided
20 under this AGREEMENT. SUPERINTENDENT shall assume full responsibility
21 for payment of all Federal, STATE and local taxes or contributions,
22 including unemployment insurance, social security and income taxes
23 with respect to SUPERINTENDENT'S employees.

24 8.0 COPYRIGHT. DISTRICT understands and agrees that all forms, plans,
25 and related instructional materials developed by SUPERINTENDENT or
DISTRICT under this AGREEMENT shall become the exclusive property of

1 the Department of Health Care Services. The Department of Health Care
2 Services shall have all right, title and interest in said matters,
3 including the right to secure and maintain the copyright, trademark
4 and/or patent all forms and related instructional materials developed
5 under this AGREEMENT.

6 9.0 HOLD HARMLESS.

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

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

10.0 CONFIDENTIALITY.

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

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

1 11.0 ACCURACY OF INFORMATION. DISTRICT shall make reasonable effort
2 to assure that the information supplied to SUPERINTENDENT hereunder
3 shall be true, complete, and accurate in all respects. DISTRICT shall
4 assume sole responsibility for the truth, completeness and accuracy
5 of all information supplied to SUPERINTENDENT and agrees that
6 SUPERINTENDENT shall have no responsibility or liability for the
7 truth, completeness or accuracy of any information submitted by
8 DISTRICT hereunder. SUPERINTENDENT reserves the right to not certify
9 SMAA invoice(s) that do not comply with STATE and Federal SMAA
10 requirements.

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

19 13.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this
20 AGREEMENT shall not be assigned by the DISTRICT without prior written
21 approval of SUPERINTENDENT.

22 14.0 COMPLIANCE WITH APPLICABLE LAWS. The services completed herein
23 must meet the approval of the DISTRICT and shall be subject to the
24 DISTRICT'S general right of inspection to secure the satisfactory
25 completion thereof. SUPERINTENDENT and DISTRICT agree to comply with
all Federal, STATE and local laws, rules, regulations and ordinances

1 that are now or may in the future become applicable to SUPERINTENDENT
2 or DISTRICT'S, equipment and personnel engaged in operations covered
3 by this AGREEMENT or accruing out of the performance of such
4 operations.

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

11 16.0 DEBARMENT AND SUSPENSION CERTIFICATION. By signing this
12 AGREEMENT, DISTRICT certifies to the best of its knowledge and belief,
13 that it:

- 14 a. Is not presently debarred, suspended, proposed for
15 debarment, declared ineligible, or voluntarily excluded
16 by any federal department or agency;
- 17 b. Has not within a three-year period preceding this
18 AGREEMENT been convicted of or had a civil judgement
19 rendered against them for commission of fraud or a
20 criminal offense in connection with obtaining, attempting
21 to obtain, or performing a public (Federal, STATE or
22 local) transaction or contract under a public transaction;
23 violation of Federal or STATE antitrust statutes or
24 commission of embezzlement, theft, forgery, bribery,
25 falsification or destruction of records, making false
statements, or receiving stolen property.

- 1 c. Is not presently indicted for or otherwise criminally or
2 civilly charged by a government entity (Federal, STATE or
3 local) with commission of any of the offenses enumerated
4 in Section 16.0(b) herein; and
- 5 d. Has not within a three-year period preceding this
6 AGREEMENT had one or more public transactions (Federal,
7 STATE or local) terminated for cause or default.
- 8 e. The terms and definitions herein have the meanings set
9 out in the Definitions and Coverage sections of the rules
10 implementing Federal Executive Order 12549.
- 11 f. If DISTRICT is unable to certify to any of the statements
12 in this certification, DISTRICT shall submit an
13 explanation to SUPERINTENDENT.
- 14 g. If DISTRICT knowingly violates this certification, in
15 addition to other remedies available to the Federal
16 Government, the Department of Health Care Services (DHCS)
17 may terminate this AGREEMENT for cause or default.

18 17.0 HIPAA. DISTRICT agrees to inform all students and faculty of the
19 importance of complying with all relevant State and Federal
20 confidentiality laws, including the Health Insurance Portability and
21 Accountability Act of 1996 (HIPPA) to the extent applicable. In
22 addition, DISTRICT agrees to provide students and faculty with training
23 in the requirements of the privacy and security provisions of HIPAA
24 and to advise them of the importance of complying with Facility's
25 policies and procedures relative to HIPAA.

1 18.0 NON-DISCRIMINATION. In the performance of this AGREEMENT,
2 SUPERINTENDENT and DISTRICT agree that they shall not engage nor employ
3 any unlawful discriminatory practices in employment of personnel or in
4 any other respect on the basis of sex, race, color, ethnicity, national
5 origin, ancestry, religion, age, marital status, medical condition,
6 sexual orientation, physical or mental disability or any other
7 protected group in accordance with the requirements of all applicable
8 Federal or STATE law.

9 19.0 TOBACCO USE POLICY. In the interest of public health,
10 SUPERINTENDENT provides a tobacco-free environment. Smoking or the use
11 of any tobacco products are prohibited in buildings and vehicles, and
12 on any property owned, leased or contracted for by the SUPERINTENDENT
13 pursuant to SUPERINTENDENT' Policy 400.15. Failure to abide with
14 conditions of this policy could result in the termination of this
15 AGREEMENT.

16 20.0 TERMINATION. SUPERINTENDENT or DISTRICT may, at any time, with
17 or without cause, terminate this AGREEMENT with the giving of thirty
18 (30) days prior written notice to the other party. However, once
19 SUPERINTENDENT has submitted a RMTS Roster Report to the Department
20 of Health Care Services (DHCS), according to the School-based Medi-
21 Cal Administrative Activities (SMAA) Manual, DISTRICT may not
22 terminate until the next quarter survey period.

23 21.0 NOTICE. All notices or demands to be given under this AGREEMENT
24 by either party to the other shall be in writing and given either by:
25 (a) personal service or (b) by U.S. Mail, mailed either by registered
or certified mail, return receipt requested, with postage prepaid.

1 Service shall be considered given when received if personally served
2 or if mailed on the third day after deposit in any U.S. Post Office.
3 The address to which notices or demands may be given by either party
4 may be changed by written notice given in accordance with the notice
5 provisions of this section. As of the date of this AGREEMENT, the
6 addresses of the parties are as follows:

7 DISTRICT: Cypress School District
 9470 Moody Street
8 Cypress, California 90630
 Attn: _____

9 SUPERINTENDENT: Orange County Superintendent of Schools
10 200 Kalmus Drive
 Costa Mesa, California 92626
11 Attn: Patricia McCaughey

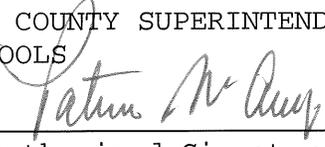
12 22.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek
13 redress for violation of, or to insist upon, the strict performance
14 of any term or condition of this AGREEMENT shall not be deemed a waiver
15 by that party of such term or condition, or prevent a subsequent
16 similar act from again constituting a violation of such term or
17 condition.

18 23.0 SEVERABILITY. If any term, condition or provision of this
19 AGREEMENT is held by a court of competent jurisdiction to be invalid,
20 void, or unenforceable, the remaining provisions will nevertheless
21 continue in full force and effect, and shall not be affected, impaired
22 or invalidated in any way.

23 24.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall
24 be governed by the laws of the State of California with venue in Orange
25 County, California.

1 25.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
2 attached hereto constitute the entire agreement among the Parties to
3 it and supercedes any prior or contemporaneous understanding or
4 agreement with respect to the services contemplated, and may be amended
5 only by a written amendment executed by both Parties to the AGREEMENT.

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

7	DISTRICT: CYPRESS SCHOOL DISTRICT	ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
8	BY: _____	BY:  _____
9	Authorized Signature	Authorized Signature
10	PRINTED NAME: _____	PRINTED NAME: <u>Patricia McCaughey</u>
11	TITLE: _____	TITLE: <u>Administrator</u>
12	DATE: _____	DATE: <u>May 8, 2018</u>

13 _____
14 FEDERAL IDENTIFICATION NUMBER

15
16
17
18 CypressSD-Agreement-SMAA(46184) 2018-2019
19 ZIP6
20
21
22
23
24
25

**SCHOOL-BASED MEDICAL ADMINISTRATIVE ACTIVITIES (SMAA)
DISTRICT INFORMATION
2018-2019**

ALTERNATE DISTRICT CONTACT – SMAA COORDINATOR DESIGNEE/ASSISTANT (2)

<hr/>		
<i>Name</i>	<i>District Job Title</i>	
<hr/>		
<i>Phone (please include extension)</i>	<i>Fax</i>	<i>Email</i>
<hr/>		
Check the box for this person to:	<input type="checkbox"/> be included in all program communications <input type="checkbox"/> have access to the RMTS system <input type="checkbox"/> receive RMTS late notifications	

5. ALTERNATE DISTRICT CONTACT – FISCAL DESIGNEE

<hr/>		
<i>Name</i>	<i>District Job Title</i>	
<hr/>		
<i>Phone (please include extension)</i>	<i>Fax</i>	<i>Email</i>
<hr/>		
Check the box for this person to:	<input type="checkbox"/> be included in all program communications <input type="checkbox"/> have access to the RMTS system	

6. SMAA INVOICE SUBCONTRACTOR/THIRD-PARTY VENDOR

<hr/>		
<i>Company Name</i>		
<hr/>		
<i>Contact</i>	<i>Contact Job Title</i>	
<hr/>		
<i>Mailing Address</i>	<i>City, State, Zip</i>	
<hr/>		
<i>Phone</i>	<i>Fax</i>	<i>Email</i>
<hr/>		

<hr/>	<hr/>
PRINTED NAME OF PERSON FILLING OUT FORM	JOB CLASSIFICATION TITLE
<hr/>	
DATE	

**SCHOOL-BASED MEDICAL ADMINISTRATIVE ACTIVITIES (SMAA)
STATE RMTS FEE INFORMATION
2018-2019**

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). RMTS Software Platform Fees are structured on a quarterly Time Survey Participant (TSP) rate based on the actual count of TSPs by district in the PCG RMTS system at the time of sample generation prior to the start of each fiscal quarter. Since the California Department of Health Care Services (DHCS) does not require a time study for FY quarter 1, the July-September quarter, these charges will be half the rate of the quarterly fee and based on the district's prior quarter participant count.

FY Quarter	Quarterly Participant Rate
FY Q1: July - September	\$0.67/participant/quarter
FY Q2: October – December	\$1.34/ participant/quarter
FY Q3: January – March	\$1.34/ participant/quarter
FY Q4: April – June	\$1.34/ participant/quarter

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, 2018 – June 30, 2019

Name

Date

District Name

**SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)
LEC FEE INFORMATION
2018-2019**

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 being offered to support and provide an additional option for participating districts regarding the preparation of the SMAA program's invoice claims. 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. SUPERINTENDNET will establish and maintain a secure file transfer protocol (SFTP) site for the transmission of all fiscal related documentation. Once notified that claims have been prepared and are ready for district's review, the DISTRICT will print, sign

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: _____