

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").

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

### 3.0 RESPONSIBILITIES OF DISTRICT.

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

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

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

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

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

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

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

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

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

6.0 **FEDERAL CLAIMING.**

- a. TITLE 31 - Money and Finance, Subtitle V - General Assistance Administration, Chapter 75 - Requirements for Single Audits, Section 7502 requires each pass through entity provide the sub-recipient program names and any 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  
8 9470 Moody Street  
9 Cypress, California 90630  
10 Attn: \_\_\_\_\_

11 SUPERINTENDENT: Orange County Superintendent of Schools  
12 200 Kalmus Drive  
13 Costa Mesa, California 92626  
14 Attn: Patricia McCaughey

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

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

26 24.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall  
be governed by the laws of the State of California with venue in Orange  
County, California.

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

IN WITNESS WHEREOF, the Parties hereto set their hands.

DISTRICT: CYPRESS SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT  
OF SCHOOLS

BY: \_\_\_\_\_

Authorized Signature

BY: Patricia McCaughey

Authorized Signature

PRINTED NAME: \_\_\_\_\_

PRINTED NAME: Patricia McCaughey

TITLE: \_\_\_\_\_

TITLE: Administrator

DATE: \_\_\_\_\_

DATE: May 8, 2018

\_\_\_\_\_  
FEDERAL IDENTIFICATION NUMBER

CypressSD-Agreement-SMAA(46184) 2018-2019  
ZIP6



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  
 2018-2019**

**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 the box for this person to:

- ☐ have access to the RMTS system  
☐ receive RMTS late notifications

**3 SUPERVISOR OF DISTRICT SMAA COORDINATOR**

*Name*

*District Job Title*

*Phone (please include extension)*

*Fax*

*Email*

Check the box for this person to:

- ☐ be included in all program communications  
☐ have access to the RMTS system  
☐ receive RMTS late notifications

**4. ALTERNATE DISTRICT CONTACT – SMAA COORDINATOR DESIGNEE/ASSISTANT (1)**

*Name*

*District Job Title*

*Phone (please include extension)*

*Fax*

*Email*

Check the box for this person to:

- ☐ be included in all program communications  
☐ have access to the RMTS system  
☐ receive RMTS late notifications



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

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

<i>Name</i>	<i>District Job Title</i>
<i>Phone (please include extension)</i>	<i>Fax</i>
<i>Email</i>	

Check the box for this person to:

☐ be included in all program communications

☐ have access to the RMTS system

☐ receive RMTS late notifications

**5. ALTERNATE DISTRICT CONTACT – FISCAL DESIGNEE**

<i>Name</i>	<i>District Job Title</i>
<i>Phone (please include extension)</i>	<i>Fax</i>
<i>Email</i>	

Check the box for this person to:

☐ be included in all program communications

☐ have access to the RMTS system

**6. SMAA INVOICE SUBCONTRACTOR/THIRD-PARTY VENDOR**

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

**PRINTED NAME OF PERSON FILLING OUT FORM**

**JOB CLASSIFICATION TITLE**

**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.

<b>FY Quarter</b>	<b>Quarterly Participant Rate</b>
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: \_\_\_\_\_