

AGREEMENT NUMBER: 33265

ANAHEIM UNION HIGH SCHOOL DISTRICT
MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA)
PARTICIPATION AGREEMENT

This AGREEMENT is hereby entered into this 13th day of June, 2008, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, Region 9 Local Educational Consortium (LEC), hereinafter referred to as SUPERINTENDENT, and the Anaheim Union High School District, 1800 West Ball Road, Health Service Center 45B, Anaheim, California 92804, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

WITNESSETH:

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

WHEREAS, SUPERINTENDENT has been designated by the STATE to represent school districts and county offices located in Region 9, hereinafter referred to as LEA (Local Education Agency) to administer Medi-Cal Administrative Activities (MAA) as described in the California Welfare and Institutions Code, Section 14132.47(c) (1); and

WHEREAS, the goal of the Medi-Cal Administrative Activities (MAA) Program is to improve the availability and accessibility of

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

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

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

8 1.0 TERM. The term of this AGREEMENT shall be for a period of one
9 (1) year commencing on July 1, 2008, and ending on June 30, 2009,
10 subject to termination as set forth in this AGREEMENT.

11 2.0 RESPONSIBILITIES OF SUPERINTENDENT - In the event funding is
12 continued by the State of California - Department of Health Care
13 Services for any period or periods from July 1, 2008 through June
14 30, 2009, SUPERINTENDENT'S responsibilities shall include the
15 following:

- 16 a. 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 b. 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 c. Certify to the STATE that DISTRICT expenditures
24 represent costs that are eligible for federal financial
25 participation for that fiscal year.
- d. Act as liaison between STATE and DISTRICT.

- 1 e. Represent DISTRICT'S issues, concerns, and questions at
2 scheduled statewide LEC Committee meetings and MAA
3 Program work groups.
- 4 f. As mandated by STATE, attend STATE trainings.
- 5 g. Conduct Region 9 LEC DISTRICT MAA Coordinator meetings
6 and trainings.
- 7 h. On behalf of STATE, provide STATE approved training
8 materials and updates to DISTRICT.
- 9 i. On behalf of STATE, provide Program technical
10 assistance.
- 11 j. Review time survey trainings conducted by or for the
12 DISTRICT.
- 13 k. Review DISTRICT'S quarterly time survey forms for
14 accuracy and completeness and request corrections if
15 necessary.
- 16 l. Review and submit the detailed quarterly Invoice with
17 Claiming Unit Functions Grid to the STATE on behalf of
18 the DISTRICT and convey to the DISTRICT by warrant all
19 funds received on behalf of DISTRICT from the STATE less
20 any amount due the SUPERINTENDENT as defined in Section
21 5.0 of this AGREEMENT. No funds will be conveyed to
22 DISTRICT for invoices that have been disallowed by the
23 STATE.
- 24 m. Monitor compliance of DISTRICT with all Federal, State,
25 and SUPERINTENDENT'S PROGRAM requirements.

- 1 n. Review DISTRICT'S Operational Plan Audit/File at least
2 once every three (3) years.
3 o. Designate an employee to act as liaison to DISTRICT
4 regarding issues relating to this AGREEMENT.

5 3.0 RESPONSIBILITIES OF DISTRICT - In the event funding is
6 continued by the State of California - Department of Health Care
7 Services for any period or periods from July 1, 2008 through June
8 30, 2009, DISTRICT'S responsibilities shall include the following:

- 9 a. Assess MAA claiming potential within the DISTRICT and
10 determine which staff will participate in the time
11 survey and what direct charges, if applicable, will be
12 claimed.
13 b. Certify to the SUPERINTENDENT and STATE the amount of
14 DISTRICT'S general funds or any other funds allowed
15 under Federal law and regulations expended on the
16 allowable "Program activities".
17 c. Comply fully with all Title XIX Federal, State, and
18 SUPERINTENDENT'S Program requirements.
19 d. Certify to SUPERINTENDENT and STATE the availability and
20 expenditure, from allowable non-federal funding sources,
21 of one hundred percent (100%) of the cost of performing
22 Program activities.
23 e. Certify to SUPERINTENDENT and STATE expenditures
24 represent costs that are eligible for federal financial
25 participation for that fiscal year.

- 1 f. If subcontracting for Program coordination and training,
2 provide SUPERINTENDENT with a copy of the DISTRICT'S
3 contract with vendor.
- 4 g. Ensure that DISTRICT'S designated MAA Coordinator
5 attends quarterly Region 9 LEC MAA Coordinators
6 trainings and meetings.
- 7 h. Adhere to timelines established by the STATE and
8 SUPERINTENDENT for completion of Program documentation
9 (e.g., Program invoices, time surveys, reports, etc.).
10 Respond in a timely manner to all STATE and
11 SUPERINTENDENT requests for information and
12 documentation.
- 13 i. Conduct time survey trainings for all DISTRICT survey
14 participants.
- 15 j. Complete time studies, as required by the Centers for
16 Medicare and Medicaid Services (CMS), to determine the
17 amount of paid time spent on Program claimable
18 activities.
- 19 k. Ensure that MAA Time Survey forms are properly
20 administered according to Federal, STATE, and
21 SUPERINTENDENT requirements.
- 22 l. Ensure that Time Surveys needing correction are
23 corrected prior to inclusion in the MAA quarterly
24 invoice.
- 25 m. Provide SUPERINTENDENT with copies of completed
quarterly Time Survey forms upon request.

1 n. Develop and maintain an Operational Plan/Audit File to
2 include at a minimum the following:

- 3 • Training materials and original attendance
- 4 sheets
- 5 • Original Time Survey forms and other Time
- 6 Survey documentation, including validation of
- 7 time survey participant attendance for the
- 8 time survey period
- 9 • Time certification and supporting
- 10 documentation for direct charge staff
- 11 • Claiming Unit Functions Grids
- 12 • Position Descriptions/Duty Statements
- 13 • Medi-Cal Percentage documentation
- 14 • Invoice documents and supporting
- 15 documentation.
- 16 • Contracts/MOU
- 17 • Organizational Charts
- 18 • Resource Directories
- 19 • Program review documentation

20 o. Prepare and certify school-based MAA Invoice and
21 Claiming Unit Functions Grid in conformance with STATE
22 requirements.

23 p. Submit quarterly claim to SUPERINTENDENT within twelve
24 (12) months following the end of the quarter.

25 q. Provide SUPERINTENDENT with copies of MAA Invoice
supporting documentation upon request.

r. Maintain Program claim documentation for period of not
less than three (3) years after the quarterly invoice
payment is received. If an audit is in progress, all
records relevant to the audit shall be retained until
completion of the audit or final resolution, whichever
is later. Such documentation shall be subject, at all

1 reasonable times, to inspection and/or audit by the CMS,
2 Federal, STATE, and/or SUPERINTENDENT.

3 s. In the event an Invoice/Claiming Unit Functions Grid is
4 revised or is disallowed by STATE, agree to reimburse
5 SUPERINTENDENT within thirty (30) days of receipt of an
6 invoice from SUPERINTENDENT evidencing SUPERINTENDENT'S
7 payment to the STATE for DISTRICT'S revised or
8 disallowed Invoice/Claiming Unit Functions Grid.

9 t. Ensure no duplicative billings.

10 u. Hold SUPERINTENDENT harmless from any federal
11 disallowance of MAA claim payments made to DISTRICT by
12 the STATE.

13 v. Designate an employee to act as a liaison with
14 SUPERINTENDENT to provide DISTRICT specific information
15 relative to MAA Program administration and fiscal
16 issues.

17 w. Complete and return with the fully executed AGREEMENT,
18 SUPERINTENDENT'S Medi-Cal Administrative Activities
19 (MAA) District Information 2008/2009 form, Exhibit "A",
20 attached hereto and incorporated by reference herein.

21 4.0 DISTRICT CLAIM REIMBURSEMENT. Upon satisfactory compliance of
22 DISTRICT'S responsibilities outlined in Section 3.0 of this
23 AGREEMENT and after SUPERINTENDENT has received reimbursement from
24 the STATE for DISTRICT'S quarterly MAA claim(s), SUPERINTENDENT
25 shall convey to DISTRICT by warrant, all funds received on behalf of
DISTRICT from the STATE less any amount due the SUPERINTENDENT and

1 STATE as determined in Section 5.0 below. No funds will be conveyed
2 to DISTRICT for invoices that have been revised or disallowed by the
3 STATE. Payment to DISTRICT shall be made within forty-five (45)
4 days of receipt and reconciliation of STATE funds by SUPERINTENDENT.

5 5.0 FEE SCHEDULE.

6 A. Annual STATE Participation Fee. SUPERINTENDENT will be
7 responsible for DISTRICT share of the STATE Participation Fee, which
8 is based on the STATE'S cost for administering the MAA claiming
9 process. In the event that the STATE costs for the 2008/2009 fiscal
10 year exceed the amount of the STATE costs for the 2007/2008 fiscal
11 year contracted with SUPERINTENDENT, SUPERINTENDENT will reduce
12 DISTRICT'S quarterly MAA claim reimbursement for DISTRICT'S share of
13 the STATE Participation Fee increase.

14 B. SUPERINTENDENT'S Administrative Support Fees. After
15 SUPERINTENDENT has received reimbursement from the STATE for
16 DISTRICT'S quarterly MAA claim(s), SUPERINTENDENT will transfer to
17 DISTRICT an amount equal to the Federal share of cost received as
18 reimbursement for DISTRICT'S MAA claim submitted by DISTRICT, less a
19 five percent (5%) fee per quarterly claim which will be used to
20 support SUPERINTENDENT'S MAA administration.

21 C. The obligations of SUPERINTENDENT and DISTRICT under this
22 AGREEMENT are contingent upon the availability of funds furnished by
23 the United States Government. In the event that such funding is
24 terminated or reduced, this AGREEMENT may be terminated, and
25 SUPERINTENDENT'S and DISTRICT'S fiscal obligations hereunder shall
be limited to a pro rated amount of funding actually received by the

1 SUPERINTENDENT and DISTRICT from the STATE under the AGREEMENT.
2 SUPERINTENDENT shall provide DISTRICT written notification of such
3 termination. Notice shall be deemed given when received by the
4 DISTRICT or no later than three (3) days after the day of mailing,
5 whichever is sooner.

6 6.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of
7 this AGREEMENT, shall be and act as an independent contractor.
8 SUPERINTENDENT understands and agrees that he/she and all of his/her
9 employees shall not be considered officers, employees or agents of
10 the DISTRICT, and are not entitled to benefits of any kind or nature
11 normally provided employees of the DISTRICT and/or to which
12 DISTRICT'S employees are normally entitled, including, but not
13 limited to, State Unemployment Compensation or Workers'
14 Compensation. SUPERINTENDENT assumes full responsibility for the
15 acts and/or omissions of his/her employees or agents as they relate
16 to the services to be provided under this AGREEMENT. SUPERINTENDENT
17 shall assume full responsibility for payment of all federal, state
18 and local taxes or contributions, including unemployment insurance,
19 social security and income taxes with respect to SUPERINTENDENT'S
20 employees.

21 7.0 DUTY TO PROVIDE FIT WORKERS. SUPERINTENDENT shall at all times
22 enforce appropriate discipline and good order among its employees
23 and shall not knowingly employ any unfit person or anyone not
24 skilled in providing the services required under this AGREEMENT.
25 Any person in the employ of the SUPERINTENDENT who in DISTRICT'S
opinion, is incompetent, unfit, intemperate, troublesome or

1 otherwise undesirable shall be excluded from providing services
2 under this AGREEMENT and shall not again provide services except
3 with written consent of DISTRICT.

4 8.0 COPYRIGHT.

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

13 9.0 HOLD HARMLESS.

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

22 B. DISTRICT hereby agrees to indemnify, defend, and hold
23 harmless SUPERINTENDENT, the Orange County Board of Education, and
24 its officers, agents, and employees from liability and claims of
25 liability for bodily injury, personal injury, sickness, disease, or
death of any person or persons, or damage to any property, real,

1 personal, tangible or intangible, arising out of the negligent acts
2 or omissions of employees, agents or officers of DISTRICT during the
3 term of this AGREEMENT.

4 10.0 CONFIDENTIALITY.

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

15 B. DISTRICT understands and agrees to take all reasonable
16 steps to avoid unauthorized disclosure of any of SUPERINTENDENT'S
17 agents' proprietary data provided for purposes of this AGREEMENT
18 hereinafter defined as; data file specifications, related
19 instructions, management reports, training materials, plans or other
20 information relating to the performance of SUPERINTENDENT'S agents
21 services hereunder, disclosed by SUPERINTENDENT to DISTRICT pursuant
22 to this AGREEMENT. DISTRICT shall not during or after the term of
23 this AGREEMENT, permit the copying, duplication, or use of any of
24 SUPERINTENDENT'S agents' proprietary data by or to any person other
25 than 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
4 shall assume sole responsibility for the truth, completeness and
5 accuracy of all information supplied to SUPERINTENDENT and agrees
6 that SUPERINTENDENT shall have no responsibility or liability for
7 the truth, completeness or accuracy of any information submitted by
8 DISTRICT hereunder.

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

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

20 14.0 COMPLIANCE WITH APPLICABLE LAWS. The services completed herein
21 must meet the approval of the DISTRICT and shall be subject to the
22 DISTRICT'S general right of inspection to secure the satisfactory
23 completion thereof. SUPERINTENDENT and DISTRICT agree to comply
24 with all federal, state and local laws, rules, regulations and
25 ordinances that are now or may in the future become applicable to
SUPERINTENDENT or DISTRICT'S, equipment and personnel engaged in

1 operations covered by this AGREEMENT or accruing out of the
2 performance of such operations.

3 15.0 NON-DISCRIMINATION. In the performance of this AGREEMENT,
4 SUPERINTENDENT and DISTRICT agree that they shall not engage nor
5 employ any unlawful discriminatory practices in employment of
6 personnel or in any other respect on the basis of sex, race, color,
7 ethnicity, national origin, ancestry, religion, age, martial status,
8 medical condition, sexual orientation, physical or mental disability
9 or any other protected group in accordance with the requirements of
10 all applicable Federal or State law.

11 16.0 TOBACCO USE POLICY. In the interest of public health,
12 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
13 use of any tobacco products are prohibited in buildings and
14 vehicles, and on any property owned, leased or contracted for by the
15 SUPERINTENDENT pursuant to SUPERINTENDENT' Policy 400.15. Failure
16 to abide with conditions of this policy could result in the
17 termination of this AGREEMENT.

18 17.0 TERMINATION. SUPERINTENDENT or DISTRICT may, at any time, with
19 or without cause, terminate this AGREEMENT with the giving of thirty
20 (30) days prior written notice to the other party.

21 18.0 NOTICE. All notices or demands to be given under this
22 AGREEMENT by either party to the other shall be in writing and given
23 either by: (a) personal service or (b) by U.S. Mail, mailed either
24 by registered or certified mail, return receipt requested, with
25 postage prepaid. Service shall be considered given when received if
personally served or if mailed on the third day after deposit in any

1 U.S. Post Office. The address to which notices or demands may be
2 given by either party may be changed by written notice given in
3 accordance with the notice provisions of this section. As of the
4 date of this AGREEMENT, the addresses of the parties are as follows:

5 DISTRICT: Anaheim Union High School District
6 1800 West Ball Road (Trident Education Center)
7 Health Services Center 45B
8 Anaheim, California 92804
9 Attn: _____

10 SUPERINTENDENT: Orange County Superintendent of Schools
11 200 Kalmus Drive
12 P.O. Box 9050
13 Costa Mesa, California 92628-9050
14 Attn: Patricia McCaughey

15 19.0 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
18 waiver by that party of such term or condition, or prevent a
19 subsequent similar act from again constituting a violation of such
20 term or condition.

21 20.0 SEVERABILITY. If any term, condition or provision of this
22 AGREEMENT is held by a court of competent jurisdiction to be
23 invalid, void, or unenforceable, the remaining provisions will
24 nevertheless continue in full force and effect, and shall not be
25 affected, impaired or invalidated in any way.

26 21.0 GOVERNING LAW. The terms and conditions of this AGREEMENT
27 shall be governed by the laws of the State of California with venue
28 in Orange County, California.

29 22.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
30 attached hereto constitute the entire agreement among the Parties to

1 it and supercedes any prior or contemporaneous understanding or
2 agreement with respect to the services contemplated, and may be
3 amended only by a written amendment executed by both Parties to the
4 AGREEMENT.

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

6 ANAHEIM UNION HIGH SCHOOL
DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

7 BY: _____
8 Authorized Signature

BY: Patricia McCaughey
Authorized Signature

9 PRINT NAME: Frederick Navarro

PRINT NAME: Patricia McCaughey

10 TITLE: Assistant Superintendent,
Education

TITLE: Coordinator

11 DATE: 10/31/08

DATE: June 13, 2008

12 95-6000-120
FEDERAL IDENTIFICATION NUMBER

17 AnaheimUnionHSD-MAA(33265)09
18 Zip9



Local Educational Consortium Medi-Cal Administrative Activities
Region 9 • Imperial, Orange, and San Diego Counties
Administered by the Orange County Superintendent of Schools

**MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA)
DISTRICT INFORMATION
2008/2009**

1. DISTRICT

Anaheim Union High School District Orange
District Name County

Claiming Unit: Anaheim Union High School District

2. DISTRICT MAA COORDINATOR

Kathleen Strobel Coordinator, Health Services
Name District Job Title

1800 W. Ball Rd A Anaheim CA 92804
Street Address City, State Zip

501 Crescent Way Anaheim CA 92801
Mailing Address City, State Zip

714 999-0814 714 999-0938 Strobel_K@aunhsd.us
Phone (please include extension) Fax Email

3. SUPERVISOR OF DISTRICT MAA COORDINATOR

Dr Barbara Moore Director Special Youth Services
Name District Job Title

(714) 999-3527 (714) 999-0622 Moore-B@aunhsd.us
Phone (please include extension) Fax Email

**4. ALTERNATE DISTRICT CONTACTS
MAA COORDINATOR DESIGNEE**

Name and Title

Phone Fax

Email

FISCAL DESIGNEE

Karen Orr Accounting Manager
Name and Title
(714) 999-2382 991 5407
Phone Fax
Orr-K@aunhsd.us
Email

5. DATES MAA COORDINATOR WILL BE UNAVAILABLE DURING THE SUMMER
(June - September, 2008)

June: _____ July: 10 - 31
August: 1 - 17 September: _____

I will be checking my E mail
Alternate Contact Name during the summer (June - September, 2008)
(714) 936-5178 cell phone Strobel-Ke ahsd
Phone Email

6. FIRST STUDENT ATTENDANCE DATE(S) 9/4/08, 2008
_____, 2008

7. STUDENT ATTENDANCE BREAKS - Winter: 12/22 - 31 & 1/1 - 1/4/09 2007/2008
- Spring: 4/13 - 4/17, 2009

8. MAA COORDINATION & TRAINING SUBCONTRACTOR

Paradigm - Healthcare
Company Name
Karen Kin MAA Program Asst Director
Contact Contact Job Title
311 California St. Suite 200 San Francisco CA. 94104
Mailing Address City, State Zip
(415) 616-0920 (415) 616-0910 Kin@paradigm-healthcare.com
Phone Fax Email

Kathleen Strobel
SIGNATURE
10/8/08
DATE

Kathleen Strobel MAA Coordinator
PRINTED NAME / JOB CLASSIFICATION TITLE