



AGREEMENT FOR SCHOOL-BASED MEDICAL ADMINISTRATIVE ACTIVITIES
AGREEMENT NO. 23/24-0089
AMENDMENT No. 1

THIS AGREEMENT made and entered into this 1st day of July 2023, by and between the Office of the San Bernardino County Superintendent of Schools, hereinafter referred to as “**SUPERINTENDENT/LEC**”, and the Redlands Unified School District, hereinafter referred to as “**DISTRICT/LEA**”, is hereby amended this 22nd day of February 2024 to read as follows:

1. Services to Be Provided by the **SUPERINTENDENT/LEC**
 - a. Certify to the **DHCS** the amount of **DISTRICT/LEA’S** general funds or any other funds allowed under federal law and regulation expended on the allowable "Program" activities.
 - b. Submit an Operational Plan in conformance with **DHCS** prescribed regulations.
 - c. Represent **DISTRICT/LEA’S** issues, concerns and questions at scheduled statewide **SUPERINTENDENT/LEC** meetings.
 - d. Certify to the **DHCS**:
 - 1) The availability and expenditure of one hundred percent (100%) of the non-federal share of the cost of performing program activities.
 - 2) For each fiscal year that **DISTRICT/LEA** expenditures represent costs that are eligible for federal financial participation for that fiscal year.
 - e. Provide **DHCS** approved training materials and updates to **DISTRICT/LEA**.
 - f. Provide program technical assistance training to **DISTRICT/LEA’S** staff.
 - g. Review **DISTRICT/LEA’S** quarterly forms for accuracy and completeness and request corrections or support documentation if necessary.
 - h. Submit the detailed quarterly invoices to the **DHCS** on behalf of the **DISTRICT/LEA** and convey to the **DISTRICT/LEA** by warrant or cash transfer all funds received on behalf of **DISTRICT/LEA** from the **DHCS** less any amount due the **SUPERINTENDENT/LEC** as determined in Section 3. **SUPERINTENDENT/LEC’S Fees and Payment Thereof**. No funds will be conveyed to **DISTRICT/LEA** for invoices that have been disallowed by the **DHCS**.
 - i. Monitor compliance of **DISTRICT/LEA** with all Federal, State and **DHCS** Program requirements.
 - j. Conduct quarterly Region 10 Program Information Meetings as needed.
 - k. Perform a review of the **DISTRICT/LEA’S** Operational Plan once every three (3) years.
 - l. **SUPERINTENDENT/LEC** shall be responsible for supporting the processing of all Random Moment Time Study (RMTS) claims for services rendered by **DISTRICT/LEA** and its employees or agents including the following:
 - (1) Coordinate, schedule and provide necessary training to representatives of **DISTRICT/LEA** according to **DHCS** RMTS requirements.
 - (2) Review and code all RMTS “moments”, reviewing the moments to ensure they are complete and assist **DISTRICT/LEA** in certifying the “moments”.
 - (3) Provide assistance in the required SMAA documents for operational plans and give direction to **DISTRICT/LEA** for gathering necessary audit materials for each claiming unit for each quarter. **SUPERINTENDENT/LEC** shall review operational plan for quality assurance and compliance.
 - (4) Assist **DISTRICT/LEA** with preparing for Center for Medicaid Services (CMS) and **DHCS** site reviews and audits.
 - (5) Perform all aspects of the methodology processing and provide all necessary support, programs and processes for **DISTRICT/LEA** participation.
 - (6) **SUPERINTENDENT/LEC** reserves the right to not certify invoices that do not comply with **SUPERINTENDENT/LEC**, State and Federal SMAA requirements.
 - (7) Certify to **DHCS** the amount of **DISTRICT/LEA** general funds or other funds allowed under federal law and regulation expended on the allowable SMAA activities.
 - (8) Serve as the exclusive service provider for all SMAA Claiming Activities within the Region 10 **SUPERINTENDENT/LEC** Service Region 10, including but not limited to the administration of the State approved RMTS methodology, participant training, program monitoring and audit compliance.
 - (9) As mandated, provide a software platform through a third-party vendor, through which the **DISTRICT/LEA** shall utilize the Random Moment Time Survey (RMTS) process. Although the **SUPERINTENDENT/LEC** will make every

reasonable effort to facilitate the use of the software platform, the **SUPERINTENDENT/LEC** is not responsible for problems resulting from software platform or system errors. Code all RMTS moments and make available to the **DISTRICT/LEA** and STATE its RMTS results. Coding is based on the presumption that the responses received from the **DISTRICT** are accurate and all necessary documentation exists to support it. The **SUPERINTENDENT/LEC** shall not be responsible for monitoring, reviewing or verifying documentation for any coded moment.

- (10) Monitor RMTS compliance of **DISTRICT/LEA** with all Federal, STATE, and **SUPERINTENDENT/LEC's** Program requirements.
 - (11) The **SUPERINTENDENT/LEC** shall not be responsible for monitoring, reviewing, or verifying documentation for any coded moment. The **SUPERINTENDENT/LEC** shall not be liable for any audit exception or federal disallowance related to direct service documentation and shall not be responsible for recouping any amount of funds paid to an **DISTRICT/LEA** for participation in the **DISTRICT/LEA** Billing Option Program.
 - (12) **SUPERINTENDENT/LEC** shall certify to **DHCS**:
 - a. The availability and expenditure of funds for all non-Federal share costs of performing program activities.
 - b. The expenditures of **DISTRICT/LEA** that represent costs eligible for federal financial participation in the fiscal year.
 - (13) Process **DHCS** invoice reimbursements and issue reimbursement to **DISTRICT/LEA** on claims approved and paid by **DHCS** within thirty (30) days of receipt.
 - (14) Maintain **SUPERINTENDENT/LEC** SMAA Audit Binder, pursuant to the State-approved SMAA Claiming Plan.
 - (15) Act as the liaison between **DISTRICT/LEA** and **DHCS**.
 - (16) Assess **DISTRICT/LEA** program and ensure appropriate participation.
 - (17) Identify and support **DISTRICT/LEA** SMAA participants and activities.
 - (18) Provide **DISTRICT/LEA** access to a web-based RMTS Software System Platform (SSP) for RMTS moment completion.
 - (19) Certify **DISTRICT/LEA** calendar in SSP.
 - (20) **SUPERINTENDENT/LEC** is responsible for processing the Medical Eligibility Rate (MER %/Tape Match) two times a year (October and April). The **DISTRICT/LEA** will be responsible to upload personal student data to a secure platform made by **SUPERINTENDENT/LEC**. The **SUPERINTENDENT/LEC** will process the student data in conjunction with **DHCS** to produce the MER% which is used on SMAA invoices only. The **SUPERINTENDENT/LEC** will ensure the student data is always kept secure. The **SUPERINTENDENT/LEC** will work with the RMTS Coordinator to receive this data and will give the percentage to the coordinator once received.
 - (21) **SUPERINTENDENT/LEC** is responsible for sharing the Alternative Format request information (extracted from MER) for the purpose of relaying information about the Alternative Format requests involving **DISTRICT's** students/parents and guardians. The **SUPERINTENDENT/LEC** will upload the data received from **DHCS** four (4) times a year via the SMAA website and **DISTRICT** will follow the steps outlined in their Alternative Format plan if applicable.
- m. The **SUPERINTENDENT/LEC** will oversee RMTS for the **DISTRICT/LEA** Billing Option Program due to the **DHCS** required integration; The **SUPERINTENDENT/LEC** shall not be responsible for monitoring, reviewing, or verifying documentation for any coded moment. The **SUPERINTENDENT/LEC** shall not be liable for any audit exception or federal disallowance related to direct service documentation and shall not be responsible for recouping any amount of funds paid to a **DISTRICT/LEA** for participation in the **DISTRICT/LEA** Billing Option Program.

All other terms and conditions of the original agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

SAN BERNARDINO COUNTY
SUPERINTENDENT OF SCHOOLS

REDLANDS UNIFIED SCHOOL DISTRICT

Amber L. Arias, Manager
Procurement Services

Date: _____

Date: _____