# **Memorandum of Understanding Between The California Department of Education and School Health Demonstration Project Technical Assistance Teams**

## BACKGROUND

Pursuant to California *Education Code* (*EC*) Section 49421(a), as enacted on September 23, 2021, $5 million was appropriated to the State Superintendent of Public Instruction for the School Health Demonstration Project (SHDP). The SDHP is a pilot project to expand comprehensive health and mental health services to public school pupils by providing selected local educational agencies (LEAs) with intensive assistance and support to build the capacity so that the LEAs can participate in, contract with, and conduct billing and claiming in the Medi-Cal Program through all of the following:

1. The Local Educational Agency Medi-Cal Billing Option Program (LEA BOP).
2. The School-Based Medi-Cal Administrative Activities Program (SMAA).
3. Contracting or entering into a Memorandum of Understanding (MOU) with Medi-Cal managed care plans as a participating Medi-Cal managed care plan contracting provider.
4. Contracting with or entering into a MOU with county mental health plans for specialty mental health services, such as through the Early and Periodic Screening, Diagnostic and Treatment (EPSDT) Program.
5. Contracting with community-based organization to deliver health and mental health services to pupils in school through contracts with Medi-Cal managed care plans or county mental health plans.

Pursuant to subdivision (b) of Section 49421, California Department of Education (CDE) shall select up to three organizations to serve as Technical Assistance Teams (TA) for purposes of the SHDP. A technical assistance team selected to serve shall be consortia that consists of one or more LEAs, county agencies, or community-based organizations with experience in general and special education mental health program and service development, school finance, health care, Medi-Cal managed care contracting and benefits, Medicaid billing, commercial health insurance, and data analysis. The TA Teams are intended to provide hands-on, intensive support for a two-year period to the LEAs selected to be SHDP participants to create capacity for those LEAs to become self-sustaining by securing federal reimbursement and other revenue sources for health and mental health services provided to pupils.

## PURPOSE

This Agreement is made and entered into between [insert name of entity], a selected TA Team for the SHDP and the CDE, together referred to in this Agreement as “Parties.” The purpose of the Agreement is to outline the duties and responsibilities for those organizations selected by the CDE to serve as TA Teams for the SHDP. This Agreement establishes the understandings of the Parties as related to the services that need to be provided by those organizations selected as TA Teams as well as the process by which the TA Teams will be compensated by the LEAs involved in the SHDP.

## EFFECTIVE DATE

This Agreement takes effect upon the signature of this Agreement by the Parties. The Agreement is terminated as of January 1, 2025, unless terminated sooner pursuant to SectionVIII (B) below.

## DEFINITIONS

*Confidential Information* means information maintained by state agencies that is exempt or prohibited from disclosure under the provisions of the Information Practices Act, the California Public Records Act (California *Government Code* sections 6250–6265), the Family Educational Rights Privacy Act or other applicable state or federal confidentiality laws, whether or not marked “confidential,” “proprietary,” “privileged,” or with similar markings. Confidential information includes personally identifiable student Information.

*Days* means working days that the CDE is open for business unless otherwise stated herein.

## CONTACT LIAISONS

For purposes of this Agreement, the following persons are to be the parties’ respective contact liaisons:

CDE’s contact liaison is:

**Primary Contact:**

**Name:** Rico Petrino

**Title:** Education Programs Assistant

**Phone:** (916) 319-0229

**Email:** [rpetrino@cde.ca.gov](mailto:rpetrino@cde.ca.gov)

**Secondary Contact:**

**Name:** Monica Nepomuceno

**Title:** Education Programs Administrator

**Phone:** (916) 323-2212

**Email:** mnepomuceno@cde.ca.gov

TA Team’s contact liaison is:

**Primary Contact:**

**Name:** [Enter Primary Contact Name]

**Title:** [Enter Primary Contact Title]

**Phone:** [Enter Primary Contact Phone]

**Email:** [Enter Primary Contact Email]

**Secondary Contact:**

**Name:** [Enter Secondary Contact Name]

**Title:** [Enter Secondary Contact Title]

**Phone:** [Enter Secondary Contact Phone]

**Email:** [Enter Secondary Contact Email]

The parties shall inform the other party of any changes in contact liaison information.

## Rights and Responsibilities of the TA Team:

Under the direction of the CDE, the TA Team shall work with each pilot participant to which it is assigned to perform the following tasks:

1. Conduct an analysis of all of the following related to the pilot participant:
2. The need for health and mental health services for pupils.
3. The current capacity within the LEA to meet those needs.
4. Current participation in the LEA BOP and the SMAA Program.
5. The barriers to participating in the LEA BOP and SMAA Program.
6. Any existing partnerships with county agencies or community-based organizations to provide health and mental health services to pupils.
7. Work with LEA staff to establish or expand the expertise necessary to maximize federal reimbursement revenue through an analysis of past claims and review eligible school expenditures to ensure maximum usage of potential Medi-Cal reimbursements, including the EPSDT services provided to eligible pupils.
8. Facilitate the exploration of opportunities to collaborate with county mental health plans, Medi-Cal managed care plans, and private health care service plans and health insurers to establish partnerships through a MOU or other means to coordinate the funding and provision of health and mental health services to pupils.
9. Complete, and provide to the CDE, a final report at the conclusion of the pilot project with data on any increases in the level of health and mental health services provided to pupils in the LEA, any improved measurable outcomes for pupils, increased funding secured, plans for ongoing sustainability of health and mental health services beyond the pilot project period, and recommendations on maximizing federal reimbursement and other revenue sources to provide effective health and mental health services to pupils.

CDE will not be involved in the contracting arrangements negotiated between any TA Team and any of the pilot participants. However, the following provisions must be included in the contract that will be executed between the TA Team and the pilot participant:

* How the TA Team will provide hands-on and intensive support to the pilot participant to create capacity for the LEAs to become self-sustaining by securing federal reimbursement and other revenue sources for health and mental health services provided to pupils and meet obligations set forth at *EC* Section 49421(e).
* How the pilot participant will be required to timely provide data to the TA Team to enable the TA Team to provide a Technical Assistance Summary Report to the CDE by September 1, 2024.
* How the pilot participant must be available to timely collaborate and assist the CDE in producing the Technical Assistance Summary Report due to the Legislature no later than January 1, 2025.
* How the TA Team will charge the pilot participant for technical assistance. Fees must be clearly delineated and must be reasonable, considering the budget of the pilot participant. If the TA Team bills for services rendered on an hourly basis, the average hourly fee must not exceed $200.
* How the pilot participant will be required to attend quarterly SHDP meetings.

*Technical Assistance Summary Report*

The TA Teams selected pursuant to this RFA will work with their contracted pilot participants to complete one final report for their TA Team, due to the CDE by September 1, 2024, with data on the following for each pilot participant:

* Increases in the level of health and mental health services provided to pupils;
* Improved measurable academic and behavioral outcomes for pupils;
* Increased funding secured;
* Plans for ongoing sustainability of health and mental health services beyond the pilot project period; and
* Recommendations on maximizing federal reimbursement and other revenue sources to provide effective health and mental health services to pupils.

All selected TA Teams will thereafter collaborate with the other TA Teams, the CDE, State Department of Health Care Services (DHCS) and participating pilot participants to produce one combined report to the CDE that includes detailed reporting on all pilot participants’ outcomes. This combined report must be submitted by the CDE to the relevant policy and fiscal committees of the Legislature on or before January 1, 2025, or six months after the final pilot participant has ended its service, whichever comes first. TA Teams must cooperate and provide data as necessary to meet this timeline.

*Report to the Legislature on the SHDP*

The CDE will solicit input from the TA Teams and the pilot participants to include all of the following components in the Report to the Legislature:

* Best practices developed by LEAs that ensure every pupil receives an uninterrupted continuum of effective care services.
* Program requirements and support services needed for the LEA BOP, the SMAA Program, and medically necessary federal EPSDT benefits, to ensure ease of use and access for LEAs.
* Total dollars drawn down from federal sources by LEAs participating in the pilot project.
* The number of pupils receiving health and mental health services by participating LEAs throughout the course of the pilot project, including breakdowns by subgroups, and measurable improved outcomes for those pupils.
* Recommendations for expanding the program statewide, including an estimate of the cost of fully funding an ongoing technical assistance and support program on a statewide basis.
* Strategies for working with DHCS to coordinate, streamline, and prevent the duplication of Medi-Cal covered services.
* Recommendations on specific changes needed to state regulations or statute, the need for approval of amendments to the state Medicaid plan or federal waivers, changes to implementation of federal regulations, changes to state agency support and oversight, and associated staffing or funding needed to implement recommendations.

Each TA Team should plan to devote time to provide feedback and summarize data for CDE to ensure that this reporting requirement is met.

**Note:** All materials developed by the technical assistance providers for the purposes of the School Health Demonstration Project must comply with regulations, published policies and procedures and Medi-Cal manuals for the LEA BOP and SMAA Programs. The TA Teams will provide support to the pilot participants using materials that must be approved by the CDE and DHCS. The CDE and DHCS will work with TA Teams to ensure that materials developed and/or provided to LEAs are coordinated among all LEA BOP and SMAA Program technical assistance efforts and provide accurate information on policies and procedures.

1. Rights and Responsibilities of the CDE:

The CDE will host the quarterly SHDP meetings.

CDE will collaborate with DHCS to provide any available data requested by the TA Teams related to SHDP.

In the event of any disagreements or disputes between the TA Teams and the LEA participants, CDE will assist in mediating a solution.

## General Terms and Conditions:

1. Confidentiality

In performing the duties and responsibilities outlined in this Agreement, the TA Team may receive or have access to confidential information obtained in the course of their duties. It is the responsibility of the TA Team to maintain all such information in a confidential and secure manner, and not to redisclose the confidential information to any third party that is not a party to this Agreement or as agreed to in writing by the CDE.

1. Termination

This Agreement may be terminated by the CDE upon 30 days’ written notice to the TA Team’s contact liaison. This Agreement may also be terminated by the CDE immediately in the event of a material breach by the TA Team.

1. Disputes

In the event any controversy or claim arises out of or related to the Agreement, or the breach thereof, the parties shall attempt to resolve the matter through informal discussions, starting with the contact liaisons and, if necessary, elevating the issue at higher levels at both CDE and the TA Team. If such discussions do not result in agreement between the parties, the parties shall consider engaging an outside mediator to assist in resolving the dispute.

1. Entire Agreement

This Agreement, including the exhibit(s), contains the entire understanding and Agreement between the parties related to its subject matter. The Agreement supersedes any and all other Agreements and understandings, whether oral or written, related to its subject matter, and may only be amended by a written document signed by both parties.

1. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California and venue is in the courts sitting in the state of California.

1. Severability

The parties recognize the uncertainty of the law with respect to certain provisions of the Agreement and expressly stipulate that the Agreement will be interpreted in a manner that renders its provisions valid and enforceable to the maximum extent possible under applicable law. To the extent that any provisions of the Agreement are determined by a court of competent jurisdiction to be invalid or unenforceable, such provisions will be deleted or modified so as to make them enforceable, and the validity and enforceability of the remainder of such provisions will be unaffected.

1. Survivability

Any terms of the Agreement which, by their nature, should reasonably survive termination or expiration of the Agreement shall survive.

1. Assignment

This Agreement may not be assigned or otherwise transferred by the TA Team in whole or in part without prior written consent of the CDE. Subject to the foregoing, this Agreement will benefit and be binding upon the successors and assigns of any successor party hereto, but any prohibited assignment will be void.

1. Amendment

No CDE employee or agent other than the Deputy Superintendent of the Student Support Services Branch, or its successor branch, or his/her designee, is authorized to modify or amend the terms of this Agreement. Amendments to this Agreement shall be in writing and countersigned by the parties.

This Agreement has been entered into by the parties by the signatures of each party’s respective duly authorized representative.

By typing your name electronically, you are agreeing that your electronic signature is the legal equivalent of your manual signature on this Form. Sign and date below.

**Lead LEA Superintendent or Designee Name:**[Enter Lead LEA Superintendent or Designee Name]

**Date Signed by Lead LEA Superintendent or Designee:**[Enter date signed by lead LEA Superintendent or Designee (mm/dd/yyyy)]

**Student Support Services Branch Deputy Name:**[Enter Student Support Services Branch Deputy Name]

**Date signed by Student Support Services Branch Deputy:**[Enter date signed by Student Support Services Branch Deputy (mm/dd/yyyy)]