



Memorandum of Understanding
between
Santa Clara County Office of Education
and
San Jose Unified School District

This Memorandum of Understanding (MOU), hereinafter referred to as the "Agreement", is between the Grant Administrator, Santa Clara County Office of Education (SCCOE) and San Jose Unified School District (the "LEA"). SCCOE and the LEA can each be referred to as the "Party" or collectively as the

Overview

This Agreement outlines the responsibilities and commitments of each Party regarding participation in the CYBHI School-Linked Partnerships and Capacity Grant. The purpose of this agreement is to disseminate Grant Program funds to the LEA and detail the roles and responsibilities of SCCOE and the LEA in the Grant Program. Work funded by the Grant Program will be informed by other work the LEA has done to build school-based mental health and wellness services, and the Grant Programs may supplement such prior work and services. The intent of the Capacity Grant funds is to support LEAs that are implementing or will implement the CYBHI fee schedule at a future date. The majority of the funding is intended to be used to achieve fee schedule operational readiness, with additional funding available for improving access, equity, and range in behavioral health services.

Goals

- Improve access to inclusive, equitable, high-quality education.
- Provide quality support to districts, schools, students, and communities.
- Be a premier service organization.

The School-Linked Partnerships and Capacity Grants Program has three primary goals:

1. **Fee schedule readiness:** Increase the number of Local Educational Agencies (LEAs) who meet the operational readiness requirements needed to join the behavioral health provider network and utilize the fee schedule. LEAs include county offices of education, school districts, charter schools, the California Schools for the Deaf, and the California School for the Blind. The Statewide Multi-Payer School-Linked Fee Schedule (Fee Schedule) is a new model that establishes a specific set of behavioral health services and rates at which Medi-Cal and commercial plans are required to reimburse local educational agencies, public institutions of higher education, and other school-affiliated providers. Attaining fee schedule readiness will ensure that one-time funds are used in a way that promotes long-term sustainability.
2. **Expanded access:** Increase availability, equity, and range of behavioral health services in schools or school-linked settings by augmenting LEAs' capabilities and capacity. This provides an opportunity for



educational entities to increase capacity and expand service delivery in the nearer term. Similarly, investments in the systems around school-linked services can help expand access to behavioral health care in schools.

3. **Collaborative Infrastructure:** Develop or enhance collaborative infrastructure across LEAs, Medi-Cal and commercial managed care plans (MCPs), county behavioral health departments, and community-based organization (CBO) providers that focus on child and youth behavioral wellbeing. Grant funds can be spent on developing plans to achieve common goals, policies to enable and measure success, and tools to improve collaboration to help these systems better support children and families.

DHCS is awarding \$400 million in one-time School-Linked Partnership and Capacity Grants (“Grant Program” or “Program”) collectively to 58 COEs across the state to strengthen school-linked behavioral health services and build operational readiness for California public K-12 schools to implement the Fee Schedule.

□ Responsibilities

1. The LEA Responsibilities:

The LEA shall utilize its Grant to advance fee schedule readiness within the LEA. To implement the Grant Program, The LEA shall:

- A. Maintain effective communication with Grant Administrator and provide the Grant Administrator with timely notification of any issues impacting the development of the grant program outcomes, budget, and timelines.
- B. Develop and submit a preliminary budget within 10 business days of executing this MOU with SCCOE. The preliminary budget:
 - a. shall identify the Priority Funding Activities the LEA intends to fund using the Capacity Grants.
 - b. shall include the amount allocated for each operational readiness area: Medi-Cal enrollment, service delivery infrastructure and capacity building, data collection and documentation, and billing infrastructure.
 - c. shall be aligned with the following Permissible Uses of Funding percentages described in the Funding Guidance Overview (see Exhibit B, DHCS School-Linked Partnerships and Capacity Grants Funding Guidance Overview): 70% Operational Readiness, 10% Administrative Costs, 10% Collective Impact, and 10% Other Costs.
 - d. may be revised as necessary within the Implementation Plan development and submission process.
 - e. shall be submitted using the preliminary budget template provided by SCCOE.
- C. Assess LEA needs and submit a Grant Program LEA implementation Plan (see Exhibit A), through an online form.
 - a. The Implementation Plan should reflect the LEA’s current understanding of LEA needs and capacity.



- b. The LEA Implementation Plan should outline how the LEA plans to use its Grant and must include a detailed budget aligned with permissible uses of funds, and project descriptions and timelines. The use of funds indicated in the LEA Implementation Plan should align with the grant purpose and intended use of funds (see Exhibit B, DHCS School-Linked Partnerships and Capacity Grants Funding Guidance Overview [DHCS Funding Guidance Memo] for a description of allowable uses of funds).
 - c. The LEA Implementation Plan shall be submitted to SCCOE within 60 days of SCCOE's submission of its COE-level Implementation Plan to Sacramento County Office of Education.
 - d. Any updates or changes to the LEA Implementation Plan require prior written approval by SCCOE to avoid disallowance or dispute.
- D. Complete the LEA baseline and End of Program survey provided by Grant Administrators by the due date to assist DHCS in assessing Program capacity and readiness.
- E. Identify at least one Point of Contact (POC) to participate in Professional Learning Network (PLN) sessions and related activities coordinated by the Grant Administrator.
- a. Submit all reports in a timely manner and in accordance with the timeline detailed below and in Section V.
 - b. LEA will utilize reporting tools provided by SCCOE and ensure timely submission of their reports as appropriate. Reporting tools will include reporting progress on all tasks outlined herein and major milestones, including:
 - i. LEA Progress Report #1 on work completed between January 1, 2025, through June 30, 2025; due by July 24, 2025. This report may include updates on key activities such as: LEA spending of the Grant Funds (in alignment with DHCS Funding Guidance Memo); budget/expenditures; and completion of deliverables identified in the LEA Implementation Plan.
 - ii. LEA Progress Report #2 on work completed between July 1, 2025, through December 31, 2025; due by January 24, 2026. This report may include updates on key activities such as: LEA spending of the Grant Funds (in alignment with DHCS Funding Guidance Memo); budget/expenditures; and completion of deliverables identified in the LEA Implementation Plan.
 - iii. LEA Progress Report #3 on work completed between January 1, 2026, through May 31, 2026; due by June 15, 2026. This report may include updates on key activities such as: LEA spending of the Grant Funds (in alignment with DHCS Funding Guidance Memo); budget/expenditures; and completion of deliverables identified in the LEA Implementation Plan.
- F. Attend and actively participate in Technical Assistance and PLN sessions to support the successful



implementation of Grant Program activities in alignment with the LEA Implementation Plan. Distribute information to LEA internal teams and school sites as necessary for successful utilization of the Grant Funds.

- G. Attend and actively participate in Office Hours hosted by Grant Administrator to support the successful implementation of Grant Program activities in alignment with the LEA Implementation Plan.
- H. Comply with relevant state and federal law, including California Welfare and Institutions Code, Sections 5961 and 5961.4, as well as applicable DHCS policies.
- I. Collect and submit program data and metrics for DHCS reporting.
- J. Comply with applicable sections of the DHCS Flow Down Terms, attached hereto as Exhibit C and incorporated into this MOU. LEAs will comply with sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 17, 21 of Exhibit C ("Applicable Terms") and other provisions that are deemed applicable. SCCOE will ensure that the LEA complies with Exhibit C's Applicable Terms.
 - a. LEAs are responsible for compliance with Exhibit C, sections 2-3, regarding equipment purchased, including prior approval, tagging, inventory, and reporting. LEAs must ensure that subcontractors hired to provide services related to this grant are in compliance with Exhibit C's Applicable Terms.

2. **The SCCOE Responsibilities:**

As Grant Administrator, SCCOE shall serve as the primary point of contact for grant recipients and:

- A. Lead an outreach and onboarding process for LEAs.
- B. Disseminate the grant funds to LEAs and support LEAs in developing Implementation Plans that prioritize activities based on local contexts, needs, and goals in alignment with the permissible use of funds (as set forth in Exhibit B).
- C. Convene, organize online meetings, and conference calls with DHCS, subcontractors, and other stakeholders to support Program development and implementation.
 - a. Provide technical assistance, coaching, and resources for LEAs that will contribute to the successful development and implementation of each LEAs Implementation Plan. This technical assistance is inclusive of:
 - i. Program onboarding support: Support LEAs with the development of the Implementation Plan and administration process, including alignment the DHCS Funding Guidance Memo.
 - ii. Review, provide feedback and coordinate accountability for LEA Implementation



Plans.

- b. Administrative support: Provide regular and ongoing training and technical assistance (TTA) about subcontracting requirements, invoicing procedures, monitoring and oversight, data collection, reporting, and meeting expected performance measures.
- c. Professional Learning Network (PLN): Provide networking and collaborative opportunities for LEAs to help all grant recipients meet program objectives, advance equity in behavioral health services in schools, and improve outcomes for schools and educators.
- d. Develop templates to assist LEAs in fulfilling their obligations set forth in this agreement.
- e. Facilitate the gathering of feedback from LEAs on the support offered related to this Program.

D. Monitor and Report on Implementation.

- a. Provide monitoring, oversight, and support to LEAs in the execution of Implementation Plan.
- b. Act as the Program lead, gather data from LEAs regarding progress regarding grant program, provide required reports, and engage in regular communications with DHCS to further support LEAs and the implementation of Grant activities.

E. As part of the countywide support for LEAs in Santa Clara County, SCCOE will utilize twenty percent (20%) of the county allocation for activities that will benefit all participating LEAs in relation to the priority grant funding activities found in the Funding Guidance to support fee schedule operational readiness. These activities include partially funding the purchase of an Electronic Health Record System for use by all participating LEAs in the County and executing contracts with Subject-Matter Experts (SMEs) to develop and initiate a comprehensive technical assistance plan. This plan encompasses tailored support for completing deliverables, open office hours and resources, and fostering a professional learning network. The LEA can utilize the Electronic Health Record (EHR) system, and a per-provider cost may be associated with accessing the EHR, which will be the LEA's fiscal responsibility. Before accessing the EHR system, the LEA will complete a separate MOU and data-sharing agreement with SCCOE. Along with access to the EHR system, the LEA may choose to avail SCCOE's services to support submitting claims and receiving reimbursements from the multi-Payer Fee Schedule.

Duration of Agreement

This MOU is effective from the date of execution to June 30, 2026. This MOU is contingent upon SCCOE's execution of a contract with SCOE and DHCS, and that contract's continued existence. This MOU will be terminated if the contract with SCOE or DHCS is not executed or is subsequently terminated. The terms of this MOU may be modified to reflect terms in the DHCS contract.



This Agreement is contingent upon the appropriation of sufficient funding by the SCCOE for the services covered by this Agreement. If funding is reduced or deleted by DHCS for the services covered by this Agreement, the SCCOE has the option to either terminate this Agreement with no liability occurring to the SCCOE or to offer an amendment to this Agreement indicating the reduced amount and/or services.

Articulation of Monies/Compensation

5.1 Fiscal and Other Reporting

- A. SCCOE shall distribute up to **\$200,000.00** (total allocation) to LEA in grant funds based on milestones outlined in Table 1 below for successful performance of the deliverables set forth in this agreement.
- B. A preliminary budget shall be submitted to SCCOE within 10 business days of this MOU's full execution. The preliminary budget shall identify the Priority Funding Activities the LEA intends to fund using the Capacity Grant, shall include the amount allocated for each operational readiness area, shall be aligned with the Permissible Uses of Funding percentages described in the Funding Guidance Overview (70% operational readiness, 10% administrative costs, 10% collective impact, and 10% other costs; may be revised as necessary within the Implementation Plan development and submission process; and shall be submitted using the preliminary budget template provided by SCCOE.
- C. The budget will be included as a part of the LEA Implementation Plan and must be aligned with permissible use of funds. All expenditures must be directly, demonstrably, and credibly related to achieving operational readiness, developing collective infrastructure, or improving equity, access, and range in school-linked behavioral health services. Expenditures outside of the School-Linked Partnerships and Capacity Grants Memo will not be permitted without explicit permission from DHCS.
- D. LEA shall submit progress reports to SCCOE (via an online form) on the schedule in Table 1 below reflecting deliverables performed during that period. These reports will include:
 - a. Detailed budget reporting that shall include supporting documentation.
 - b. Project descriptions and timelines, including progress towards deliverables in LEA's Implementation Plan as set forth in section IV.A, which shall include:
 - i. Progress toward meeting operational readiness requirements, including supporting documents.
 - ii. Updated milestones and timelines for grant activities.
- E. Updates and revisions to LEA Implementation Plan deliverables and budgets must be submitted in writing to, and reviewed and approved by the Grant Administrator.
- F. Grant funds must be spent by June 30, 2026. Carryover of grant funds and/or no cost extensions will not be permitted without explicit permission from DHCS, Sacramento County Office of Education, and Santa Clara County Office of Education.



G. Invoices must be submitted with and aligned with Table 1 below.

Table 1

The total budget and invoice amount may not exceed allocations as follows:

<p>Milestone #1: Completion of MOU Funds: 50% of funds released upon completion of MOU and invoice Signed MOU due to SCCOE by August 23, 2024 Milestone #1 Invoice due to SCCOE by September 13, 2024</p>	DOLLARS
<p>Milestone #2: LEA Implementation Plan Funds: 40% of funds released upon approval of LEA’s completed Implementation Plan and invoice LEA Implementation Plan due to SCCOE by November 8, 2024 Milestone #2 Invoice due to SCCOE by November 15, 2024</p>	DOLLARS
<p>Milestone #3: Progress Report #1 Date range: covering work from January 1, 2025, through June 30, 2025 Progress Report 1 due to SCCOE by July 24, 2025</p>	N/A
<p>Milestone #4: Progress Report #2 Date range: covering work from July 1, 2025, through December 31, 2025 Funds: 10% of funds released upon completion of Progress Report #2 and invoice. Progress Report 2 due to SCCOE by January 24, 2026 Milestone #4 invoice due by February 7, 2026</p>	DOLLARS
<p>Milestone #5: LEA Progress Report #3 Date range: covering work from January 1, 2026 through May 31, 2026 Progress Report 3 due to SCCOE by June 15, 2026</p>	N/A
GRAND TOTAL	\$

5.2 Recoupment of Funds

A. At the conclusion of the grant period, the LEA agrees to return any unexpended or unaccounted for funds to SCCOE. The LEA agrees to return all dispersed funds if (1) grant funds were not used for the purposes of this grant, or (2) were used inconsistent with the activities outlined in the Funding Guidance Memo, or (3) if the activities of the grant are materially incomplete at the conclusion of the grant period. The grant funds must be returned to SCCOE no later than July 15, 2026. The LEA is jointly and



severally liable for returning unexpended or unaccounted funds.

B. Funds shall be returned within 15 business days upon determining in collaboration with Sacramento County Office of Education (SCOE) that an LEA is not meeting its contractual obligations, including timely completion of deliverables within the required timeframe.

Data Sharing

The services performed under this Agreement include the sharing of non-publicly available employee or student data.

- Yes, Data Sharing agreement/form attached.
- No

Termination

Termination of the MOU. Any party may terminate this MOU at any time by giving 60 days prior written notice to the other parties.

In the event LEA fails to comply with the terms of this contract, DHCS policy, or state and federal law, SCCOE will provide notice of the failure to LEA. SCCOE may provide the LEA with time to remedy the deficiency and/or provide a written explanation of the failed compliance. If the LEA does not provide a sufficient remedy or response within the time frame established by SCCOE, SCCOE may terminate the contract in writing immediately.

Other Terms

1. **Entire Agreement:** This Agreement and its appendices and exhibits (if any) constitute the final, complete, and exclusive statement of the terms of the agreement between the Parties. It incorporates and supersedes all the agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.
2. **Amendments:** This Agreement may only be amended by a written instrument signed by the Parties.
3. **Severability:** Should any part of this Agreement between SCCOE and the LEA be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement, which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.
4. **Third-Party Beneficiaries:** This Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the Parties.
5. **Assignment:** No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other Party.
6. **Use of SCCOE Name and Logo for Commercial Purposes:** LEA shall not use the name or logo of SCCOE or reference any endorsement from SCCOE in any manner for any purpose, without the prior express written consent of SCCOE as provided by the SCCOE’s authorized representative, or designee.



7. **Governing Law, Venue:** This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in Santa Clara County.
8. **Avoidance of Conflicts of Interest by LEA**
 - A. LEA agrees to avoid any real or apparent conflict of interest on the part of the LEA, subcontractors, or employees, officers and directors of the LEA or subcontractors.
 - B. Conflicts of interest include, but are not limited to:
 - a. An instance where the LEA or any of its subcontractors, or any employee, officer, or director of the LEA or any subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the LEA would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the MOU.
 - b. An instance where the LEA's or any subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
 - C. If SCCOE becomes aware of a known or suspected conflict of interest, the LEA will be given an opportunity to submit additional information or to resolve the conflict. If a conflict of interest is determined to exist and cannot be resolved to the satisfaction of LEA, the conflict will be grounds for terminating the MOU.

8.9 Executive Order N-6-22 – Russia Sanctions. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the SCCOE, SCOE or DHCS determine LEA is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. SCCOE shall provide LEA advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of DHCS.

8.10 Debarment and Suspension. By executing this contract, LEA certifies that it is not a party listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. In addition, LEA covenants that it is not on the following lists:

- A. Department of Health & Human Services, Office of Inspector General's list of Excluded Individuals and Entities (Medicare/Medicaid sanctions), which can be found at:
https://oig.hhs.gov/exclusions/exclusions_list.asp



B. Medi-Cal Suspended & Ineligible List: <https://mcweb.apps.prd.cammis.medi-cal.ca.gov/references/sandi>

8.11 Nondiscrimination. During the performance of this MOU, LEA and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. LEA shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. LEA and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such articles. LEA shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. LEA and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

8.12 Americans with Disabilities Act. LEA agrees to ensure that deliverables developed and produced, pursuant to this MOU shall comply with the accessibility requirements of Sections 7405 and 11135 of the California Government Code, Section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794d), regulations implementing the Rehabilitation Act of 1973 as set forth in Part 1194 of Title 36 of the Code of Federal Regulations, and the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.). In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code Sections 7405 and 11135 codifies Section 508 of the Rehabilitation Act of 1973 requiring accessibility of EIT.

Insurance/Hold Harmless

9.1 Insurance: LEA shall maintain sufficient insurance to protect the LEA and SCCOE, to include, but not limited to, commercial general liability insurance in an amount of \$2,000,000 per occurrence for bodily injury and property damage liability combined. The commercial general liability insurance policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement. The commercial general liability insurance shall apply separately to each insured against whom claim is made or suit is brought subject to each Party's limit of liability.

LEA shall name as Additional Insured for General Liability Insurance the Santa Clara County Office of Education, its Board, officers, employees, interns, volunteers, agents, representatives, and invitees.



LEA shall maintain a Certificate of Insurance with Additional Insured Endorsement in their Business Office and provide a copy to SCCOE upon request.

Motor Vehicle: If any motor vehicle is purchased/reimbursed with agreement funds or furnished by Department of Health Care Services (“DHCS”) under the terms of this Agreement, the LEA shall provide a Certificate of Automobile Liability Insurance per **Exhibit C: DHCS Flow Down Terms**.

9.2 Indemnification: LEA shall hold harmless, indemnify, and defend SCCOE, its Board, officials, agents, and employees from any and all claims, losses and causes of actions which may arise out of the performance of this Agreement, to include, but not limited to, intellectual property infringement, accident, injury, illness, or death. LEA shall pay all claims and losses of any nature whatsoever in connection therewith and shall defend all suits related to work performed under this Agreement, in the name of SCCOE when applicable, and shall pay all costs, including without limitation reasonable attorneys' fees and appellate attorneys' fees, and judgments which may issue thereon. LEA's obligation under this paragraph shall not be limited in any way to the LEA's limit of, or lack of, sufficient insurance protection.

Execution Authority

Each individual executing this Agreement on behalf of a Party represents that they are duly authorized to execute and deliver this Agreement on the entity's behalf, including, as applicable, the Governing Board, Superintendent, Board of Directors, or Executive Director. This Agreement shall not be effective or binding unless it is in writing and approved by the SCCOE's authorized representative, or authorized designee, as evidenced by their signature as set forth in this Agreement.

Electronic Signatures/ Signatures

Unless otherwise prohibited by law or SCCOE policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document or other format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by SCCOE.

Santa Clara County  Office of Education

SCCOE:

By: _____
Signature of Authorized SCCOE Official

Name: Dr. Charles Hinman

Title: Interim County Superintendent of Schools

Date: _____

Address: 1290 Ridder Park Dr.
San Jose, CA 95131

Phone: (408) 453-6511

Email: chinman@sccoe.org

San Jose Unified School District:

By: _____
Signature of Authorized LEA Official

Name: Tracy Morrison

Title: Director of Procurement

Date: _____

Address: 855 Lenzen Ave.
San Jose, CA 95126

Phone: (408) 535-6000

Email: tmorrison@sjusd.org

For Contracts Office/Risk Management use only:

RM#: _____

Date: _____

Signature: _____



**Exhibit A:
LEA Implementation Plan Template**

<https://www.sccoe.org/yhw/cybhi/Documents/COE-Level-Implementation-Plan-Planning-Tool.xlsx>

In Process



**Exhibit B:
Funding Guidance Memo**

https://www.sccoe.org/yhw/cybhi/Documents/DHCS_Funding_Guidance_Memo.pdf

In Process



Exhibit C: DHCS Flow Down Terms

LEA will comply with sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 17, 21 of this Exhibit C (“Applicable Terms”) and other provisions that are deemed applicable and ensure that subcontractors comply with Applicable Terms.

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A. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are reimbursed with contract funds.)

Reimbursement for travel and per diem expenses from the Department of Health Care Services (DHCS) under this Agreement shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (CalHR), for non-represented state employees as stipulated in DHCS’ Travel Reimbursement Information Exhibit. If the CalHR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. Exceptions to CalHR rates



may be approved by DHCS upon the submission of a statement by the Grantee indicating that such rates are not available to the Grantee. No travel outside the State of California shall be reimbursed without prior authorization from DHCS. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

B. Procurement Rules

(Applicable to agreements in which equipment/property, commodities and/or supplies are furnished by DHCS or expenses for said items are reimbursed by DHCS with state or federal funds provided under the Agreement.)

a. Equipment/Property definitions

Wherever the term equipment and/or property is used, the following definitions shall apply:

- i. Major equipment/property: A tangible or intangible item having a base unit cost of \$10,000 or more with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.
- ii. Minor equipment/property: A tangible item having a base unit cost of less than \$10,000 with a life expectancy of one (1) year or more that is listed on the DHCS Asset Management Unit's Minor Equipment List and is either furnished by DHCS or the cost is reimbursed through this Agreement. Grantees may obtain a copy of the Minor Equipment List by making a request through the DHCS Program Contract Manager.

b. Government and public entities (including state colleges/universities and auxiliary organizations), whether acting as a Grantee and/or subgrantee, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 2. Paragraph c of Provision 2 shall also apply, if equipment/property purchases are delegated to subgrantee that are nonprofit organizations or commercial businesses.

c. Nonprofit organizations and commercial businesses, whether acting as a Grantee and/or subgrantee, may secure commodities, supplies, equipment/property and services related to such purchases for performance under this Agreement.

- i. Equipment/property purchases shall not exceed \$50,000 annually. To secure equipment/property above the annual maximum limit of \$50,000, the Grantee shall make arrangements through the appropriate DHCS Program Contract Manager, to have all remaining equipment/property purchased through DHCS' Purchasing Unit. The cost of equipment/property purchased by or through DHCS shall be deducted from the funds available in this Agreement. Grantee shall submit to the DHCS Program Contract Manager a list of equipment/property specifications for those items that the State must procure. DHCS may pay the vendor directly for such arranged equipment/property purchases and title to the equipment/property will remain with DHCS. The equipment/property will be delivered to the Grantee's



address, as stated on the face of the agreement, unless the Grantee notifies the DHCS Program Contract Manager, in writing, of an alternate delivery address.

- ii. All equipment/property purchases are subject to Paragraphs d through h of Provision 2. Paragraph b of Provision 2 shall also apply, if equipment/property purchases are delegated to subgrantee that are either a government or public entity.
- iii. Nonprofit organizations and commercial businesses shall use a procurement system that meets the following standards:
 1. Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement contract in which, to his or her knowledge, he or she has a financial interest.
 2. Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
 3. Procurements shall be conducted in a manner that provides for all of the following:
 - a. Avoid purchasing unnecessary or duplicate items.
 - b. Equipment/property solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
 - c. Take positive steps to utilize small and veteran owned businesses.
- d. Unless waived or otherwise stipulated in writing by DHCS, prior written authorization from the appropriate DHCS Program Contract Manager will be required before the Grantee will be reimbursed for any purchase of \$10,000 or more for commodities, supplies, equipment/property, and services related to such purchases. The Grantee must provide in its request for authorization all particulars necessary, as specified by DHCS, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subgrantee and public utility services at rates established for uniform applicability to the general public.
- e. In special circumstances, determined by DHCS (e.g., when DHCS has a need to monitor certain purchases, etc.), DHCS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. DHCS reserves the right to either deny claims for reimbursement or to request repayment for any Grantee and/or subgrantee purchase that DHCS determines to be unnecessary in carrying out performance under this Agreement.

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- f. The Grantee and/or subgrantee must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Grantee and/or subgrantee at any time.
- g. For all purchases, the Grantee and/or subgrantee must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Grantee and/or subgrantee for inspection or audit.
- h. DHCS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 2 by giving the Grantee no less than 30 calendar days written notice.

F. Equipment/Property Ownership / Inventory / Disposition

(Applicable to agreements in which equipment/property is furnished by DHCS and/or when said items are purchased or reimbursed by DHCS with state or federal funds provided under the Agreement.)

- a. The term equipment and/or property is used in Provision 3, the definitions in Paragraph a of Provision 2 shall apply. Unless otherwise stipulated in this Agreement, all equipment and/or property that is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement shall be considered state equipment and the property of DHCS.

i. Reporting of Equipment/Property Receipt

DHCS requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by DHCS or purchased/reimbursed with funds provided through this Agreement. Upon receipt of equipment and/or property, the Grantee shall report the receipt to the DHCS Program Contract Manager. To report the receipt of said items and to receive property tags, the Grantee shall use a form or format designated by DHCS' Asset Management Unit. If the appropriate form (i.e. Grantee Equipment Purchased with DHCS Funds) does not accompany this Agreement, Grantee shall request a copy from the DHCS Program Contract Manager.

ii. Annual Equipment/Property Inventory

If the Grantee enters into an agreement with a term of more than twelve months, the Grantee shall submit an annual inventory of state equipment and/or property to the DHCS Program Contract Manager using a form or format designated by DHCS' Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of DHCS-Funded Equipment) does not accompany this Agreement, Grantee shall request a copy from the DHCS Program Contract Manager. Grantee shall:

1. Include in the inventory report, equipment and/or miscellaneous property



in the Grantee's possession and/or in the possession of a subgrantee (including independent consultants).

2. Submit the inventory report to DHCS according to the instructions appearing on the form or issued by the DHCS Program Contract Manager.
 3. Contact the DHCS Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by either the DHCS Program Contract Manager or DHCS' Asset Management Unit.
- iii. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
 - iv. Unless otherwise stipulated, DHCS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Grantee's and/or Subgrantee's facility which may be affected by the removal of any state equipment and/or property.
 - v. The Grantee and/or Subgrantee shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.
 1. In administering this provision, DHCS may require the Grantee and/or Subgrantee to repair or replace, to DHCS' satisfaction, any damaged, lost or stolen state equipment and/or property. In the event of state equipment and/or miscellaneous property theft, Grantee and/or Subgrantee shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Grantee shall promptly submit one copy of the theft report to the DHCS Program Contract Manager.
 - vi. Unless otherwise stipulated by the Program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall only be used for performance of this Agreement or another DHCS agreement.
 - vii. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Grantee shall provide a final inventory report of equipment and/or property to the DHCS Program Contract Manager and shall, at that time, query DHCS as to the requirements, including the manner and method, of returning state equipment and/or property to DHCS. Final disposition of equipment and/or property shall be at DHCS expense and according to DHCS instructions. Equipment and/or property disposition instructions shall be issued by DHCS immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, DHCS may at its discretion, not require the return of equipment and/or property.



viii. **Motor Vehicles**

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under this Agreement.)

1. If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Grantee and/or Subgrantee shall return such vehicles to DHCS and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHCS.
2. If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the State of California shall be the legal owner of said motor vehicles and the Grantee shall be the registered owner. The Grantee and/or a subgrantee may only use said vehicles for performance and under the terms of this Agreement.
3. The Grantee and/or Subgrantee agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.
4. If any motor vehicle is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the Grantee and/or Subgrantee, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any period of contract extension during which any vehicle remains in the Grantee's and/or Subgrantees possession:

a. **Automobile Liability Insurance**

- i. The Grantee, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, to the Grantee and/or Subgrantee.
- ii. The Grantee and/or Subgrantee shall, as soon as practical, furnish a copy of the certificate of insurance to the DHCS Program Contract Manager. The certificate of insurance



shall identify the DHCS contract or agreement number for which the insurance applies.

- iii. The Grantee and/or Subgrantee agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to DHCS.
- iv. The Grantee and/or Subgrantee agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
- v. The Grantee and/or Subgrantee, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
 1. The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Health Care Services).
 2. The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.
 3. The insurance carrier shall notify the Department of Health Care Services (DHCS), in writing, of the Grantee's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.
 4. The Grantee and/or Subgrantee is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and

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Insurance Management. The Grantee shall be notified by DHCS, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Grantee agrees that no work or services shall be performed prior to obtaining said approval.

5. In the event the Grantee and/or Subgrantee fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, DHCS may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

G. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subgrantee including independent consultants.)

- a. Prior written authorization will be required before the Grantee enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in Paragraph a (3) herein, when securing subcontracts for services exceeding \$5,000, the Grantee shall obtain at least three bids or justify a sole source award.
 - i. The Grantee must provide in its request for authorization, all information necessary for evaluating the necessity or of incurring such cost.
 - ii. DHCS may identify the information needed to fulfill this requirement.
 - iii. Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
 1. A local governmental entity or the federal government,
 2. A State college or State university from any State,
 3. A Joint Powers Authority,
 4. An auxiliary organization of a California State University or a California community college,
 5. A foundation organized to support the Board of Governors of the California Community Colleges,
 6. An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
 7. Firms or individuals proposed for use and approved by DHCS' funding Program via acceptance of an application or proposal for funding or pre/post contract award negotiations,
 8. Entities and/or service types identified as exempt from advertising and competitive bidding in State Contracting Manual Chapter 5 Section 5.80 Subsection B.2.



- b. DHCS reserves the right to approve or disapprove the selection of subgrantee and with advance written notice, require the substitution of subgrantee and require the Grantee to terminate subcontracts entered into in support of this Agreement.
 - i. Upon receipt of a written notice from DHCS requiring the substitution and/or termination of a subcontract, the Grantee shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHCS.
- c. Actual subcontracts (i.e., written agreement between the Grantee and a subgrantee) of \$5,000 or more are subject to the prior review and written approval of DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHCS.
- d. Grantee shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by DHCS, make copies available for approval, inspection, or audit.
- e. DHCS assumes no responsibility for the payment of subgrantee used in the performance of the Agreement. Grantee accepts sole responsibility for the payment of subgrantee used in the performance of this Agreement.
- f. The Grantee is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- g. The Grantee shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.
- h. The Grantee agrees to include the following clause, relevant to record retention, in all subcontracts for services: "(Subgrantee Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from DHCS to the Grantee, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."
- i. Unless otherwise stipulated in writing by DHCS, the Grantee shall be the subgrantees sole point of contact for all matters related to performance and payment under this Agreement.
- j. Grantee shall, as applicable, advise all subgrantee of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 17, 21, and/or other numbered provisions herein that are deemed applicable.

H. Income Restrictions

Unless otherwise stipulated in this Agreement, the Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee



under this Agreement shall be paid by the Grantee to DHCS, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by DHCS under this Agreement.

I. Audit and Record Retention

(Applicable to agreements over \$10,000.)

- a. The Grantee and/or Subgrantee shall maintain books, records, documents, and other evidence, accounting procedures, and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purposes of this provision.
- b. The Grantee's and/or Subgrantee's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Grantee agrees that DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896.77)
- d. The Grantee and/or Subgrantee shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
 - i. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - ii. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Grantee and/or Subgrantee may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Grantee and/or subgrantee must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.



J. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Grantee or Subgrantee, the Grantee shall provide and shall require the Subgrantee to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

K. Intellectual Property Rights

a. Ownership

i. Except where DHCS has agreed in a signed writing to accept a license, DHCS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Grantee or DHCS and which result directly or indirectly from this Agreement.

ii. For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author’s rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, goodwill and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

1. For the purposes of the definition of Intellectual Property, “works” means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.



- iii. In the performance of this Agreement, Grantee will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Grantee may access and utilize certain of DHCS' Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Grantee shall not use any of DHCS' Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of DHCS. Except as otherwise set forth herein, neither the Grantee nor DHCS shall give any ownership interest in or rights to its Intellectual Property to the other Party. If during the term of this Agreement, Grantee accesses any third-party Intellectual Property that is licensed to DHCS, Grantee agrees to abide by all license and confidentiality restrictions applicable to DHCS in the third-party's license agreement.
- iv. Grantee agrees to cooperate with DHCS in establishing or maintaining DHCS' exclusive rights in the Intellectual Property, and in assuring DHCS' sole rights against third parties with respect to the Intellectual Property. If the Grantee enters into any agreements or subcontracts with other parties in order to perform this Agreement, Grantee shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subgrantee assigning and agreeing to assign to DHCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subgrantee, Grantee or DHCS and which result directly or indirectly from this Agreement or any subcontract.
- v. Grantee further agrees to assist and cooperate with DHCS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce DHCS' Intellectual Property rights and interests.

b. Retained Rights / License Rights

- i. Except for Intellectual Property made, conceived, derived from, or reduced to practice by Grantee or DHCS and which result directly or indirectly from this Agreement, Grantee shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Grantee hereby grants to DHCS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Grantee's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Grantee assigns all rights, title and interest in the Intellectual Property as set forth herein.
- ii. Nothing in this provision shall restrict, limit, or otherwise prevent Grantee from using any ideas, concepts, know-how, methodology or techniques related to its



performance under this Agreement, provided that Grantee's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of DHCS or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

c. Copyright

- i. Grantee agrees that for purposes of copyright law, all works [as defined in Section a, subparagraph
- ii. (a) of this provision] of authorship made by or on behalf of Grantee in connection with Grantee's performance of this Agreement shall be deemed "works made for hire". Grantee further agrees that the work of each person utilized by Grantee in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Grantee or that person has entered into an agreement with Grantee to perform the work. Grantee shall enter into a written agreement with any such person that: (i) all work performed for Grantee shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to DHCS to any work product made, conceived, derived from, or reduced to practice by Grantee or DHCS and which result directly or indirectly from this Agreement.
- iii. All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Grantee or DHCS and which result directly or indirectly from this Agreement, shall include DHCS' notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2010, etc.], California Department of Health Care Services. This material may not be reproduced or disseminated without prior written permission from the California Department of Health Care Services." This notice should be placed prominently on the materials and set apart from other matters on the page where it appears. Audio productions shall contain a similar audio notice of copyright. Materials posted on the DHCS CalHOPE website will be deemed to comply with this requirement.

d. Patent Rights

With respect to inventions made by Grantee in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Grantee hereby grants to DHCS a license as described under Section b of this provision for devices or material incorporating or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Grantee agrees to assign to DHCS, without additional compensation, all its right, title and interest in and to such inventions and to assist DHCS in securing United States and foreign patents with respect thereto.

e. Third-Party Intellectual Property

Except as provided herein, Grantee agrees that its performance of this Agreement shall not



be dependent upon or include any Intellectual Property of Grantee or third party without first: (i) obtaining DHCS' prior written approval; and (ii) granting to or obtaining for DHCS, without additional compensation, a license, as described in Section b of this provision, for any of Grantee's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and DHCS determines that the Intellectual Property should be included in or is required for Grantee's performance of this Agreement, Grantee shall obtain a license under terms acceptable to DHCS.

f. **Warranties**

i. Grantee represents and warrants that:

1. It is free to enter into and fully perform this Agreement.
2. It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
3. Neither Grantee's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Grantee or DHCS and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Grantee.
4. Neither Grantee's performance nor any part of its performance will violate the right of privacy of or constitute a libel or slander against any person or entity.
5. It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
6. It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to DHCS in this Agreement.
7. It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition,



operation or maintenance of computer software in violation of copyright laws.

8. It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Grantee's performance of this Agreement.
- ii. DHCS makes no warranty that the intellectual property resulting from this agreement does not infringe upon any patent, trademark, copyright or the like, now existing or subsequently issued.

g. Intellectual Property Indemnity

- i. Grantee shall indemnify, defend and hold harmless DHCS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Grantee is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Grantee pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of DHCS' use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Grantee or DHCS and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. DHCS reserves the right to participate in and/or control, at Grantee's expense, any such infringement action brought against DHCS.
- ii. Should any Intellectual Property licensed by the Grantee to DHCS under this Agreement become the subject of an Intellectual Property infringement claim, Grantee will exercise its authority reasonably and in good faith to preserve DHCS' right to use the licensed Intellectual Property in accordance with this Agreement at no expense to DHCS. DHCS shall have the right to monitor and appear through its own counsel (at Grantee's expense) in any such claim or action. In the defense or settlement of the claim, Grantee may obtain the right for DHCS to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent



to the original licensed Intellectual Property. If such remedies are not reasonably available, DHCS shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

- iii. Grantee agrees that damages alone would be inadequate to compensate DHCS for breach of any term of this Intellectual Property Exhibit by Grantee. Grantee acknowledges DHCS would suffer irreparable harm in the event of such breach and agrees DHCS shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

h. Federal Funding

In any agreement funded in whole or in part by the federal government, DHCS may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

i. Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

L. Prior Approval of Training Seminars, Workshops or Conferences

Grantee shall obtain prior DHCS approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any statewide reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Grantee shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Grantee or Subgrantee to conduct routine business matters.

M. Confidentiality of Information

- a. The Grantee and its employees, agents, or subgrantee shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Grantee, his/her employees, agents, or subgrantee as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- b. The Grantee and its employees, agents, or subgrantee shall not use such identifying information for any purpose other than carrying out the Grantee's obligations under this Agreement.



- c. The Grantee and its employees, agents, or subgrantee shall promptly transmit to the DHCS Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person. The requirements in this paragraph (c) shall not apply to general student record requests subject to the Federal Educational Rights and Privacy Act (FERPA), (Title 20 of the United States Code, section 1232g; Title 34 of the Code of Federal Regulations, Part 99), except if the requests are specifically targeted at obtaining information related to the services provided in connection with this agreement.
- d. The Grantee shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than DHCS without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.
- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- f. As deemed applicable by DHCS, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

N. Documents, Publications and Written Reports

(Applicable to agreements over \$5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document or written report prepared for or under the direction of DHCS (excluding progress reports, financial reports and normal contract communications) shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

O. Dispute Resolution Process

- a. A Grantee grievance exists whenever there is a dispute arising from DHCS' action in the administration of an agreement. If there is a dispute or grievance between the Grantee and DHCS, the Grantee must seek resolution using the procedure outlined below.
 - i. The Grantee should first informally discuss the problem with the DHCS Program Contract Manager. If the problem cannot be resolved informally, the Grantee shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance



from the Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons, therefore. If the Grantee disagree with the Branch Chief's decision, the Grantee may appeal to the second level.

- ii. When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Grantee to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.
- b. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set forth in Health and Safety Code Section 100171.
- c. Unless otherwise stipulated in writing by DHCS, all dispute, grievance and/or appeal correspondence shall be directed to the DHCS Program Contract Manager.
- d. There are organizational differences within DHCS' funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Grantee shall be notified in writing by the DHCS Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

P. Financial and Compliance Audit Requirements

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code Section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (See H&S Code Section 38030). The Grantee, as indicated below, agrees to obtain one of the following audits:
 - i. If the Grantee is a nonprofit organization (as defined in H&S Code Section 38040) and receives \$25,000 or more from any State agency under a direct service contract or agreement; the Grantee agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally

Santa Clara County  Office of Education

Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Grantee's fiscal year, and/or

- ii. If the Grantee is a nonprofit organization (as defined in H&S Code Section 38040) and receives less than \$25,000 per year from any State agency under a direct service contract or agreement, the Grantee agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c (3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Grantee's fiscal year, and/or
- iii. If the Grantee is a State or Local Government entity or Nonprofit organization (as defined by the Federal Office of Management and Budget [OMB] Circular A-133) and expends \$500,000 or more in Federal awards, the Grantee agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in OMB Circular A-133 entitled "Audits of States, Local Governments, and Non-Profit Organizations". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:
 - 1. The Grantee is a recipient expending Federal awards received directly from Federal awarding agencies, or
 - 2. The Grantee is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community-based organization.
- iv. If the Grantee submits to DHCS a report of an audit other than an OMB A-133 audit, the Grantee must also submit a certification indicating the Grantee has not expended \$500,000 or more in federal funds for the year covered by the audit report.
- c. Two copies of the audit report shall be delivered to the DHCS program funding this Agreement. The audit report must identify the Grantee's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the DHCS Program Contract Manager shall forward the audit report to DHCS' Audits and Investigations Unit if the audit report was submitted under Section 13c (3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.
- d. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Grantee's total revenue.



The DHCS program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.

- e. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
- f. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
- g. Nothing in this Agreement limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Grantee meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.
- h. The State may, at its option, direct its own auditors to perform either of the audits described above. The Grantee will be given advance written notification, if the State chooses to exercise its option to perform said audits.

Q. Novation Requirements

If the Grantee proposes any novation agreement, DHCS shall act upon the proposal within 60 days after receipt of the written proposal. DHCS may review and consider the proposal, consult and negotiate with the Grantee, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, DHCS will initiate an amendment to this Agreement to formally implement the approved proposal.

R. Payment Withholds

(Applicable only if a final report is required by this Agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this Agreement, DHCS may, at its discretion, withhold 10 percent (10%) of the face amount of the contract, 50 percent (50%) of the final invoice, or \$3,000 whichever is greater, until DHCS receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

S. Performance Evaluation

(Not applicable to grant agreements.)

DHCS may, at its discretion, evaluate the performance of the Grantee at the conclusion of this Agreement. If performance is evaluated, the evaluation shall not be a public record and shall remain on file with DHCS. Negative performance evaluations may be considered by DHCS prior to making future contract awards.

T. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature shall be admitted to any share or



part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

U. Four Digit Date Compliance

(Applicable to agreements in which Information Technology (IT) services are provided to DHCS or if IT equipment is procured.)

Grantee warrants that it will provide only Four Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

V. Union Organizing

(Applicable only to grant agreements.)

Grantee, by signing this Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Agreement. Furthermore, Grantee, by signing this Agreement, hereby certifies that:

- a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.
- b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.
- c. Grantee shall, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.
- d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

W. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, DHCS sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

- a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.
- b. As used herein, fringe benefits do not include:
 - i. Compensation for personal services paid currently or accrued by the Grantee for



services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.

- ii. Directors and executive committee member's fees.
 - iii. Incentive awards and/or bonus incentive pay.
 - iv. Allowances for off-site pay.
 - v. Location allowances.
 - vi. Hardship pays.
 - vii. Cost-of-living differentials.
- c. Specific allowable fringe benefits include:
- i. Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.
- d. To be an allowable fringe benefit, the cost must meet the following criteria:
- i. Be necessary and reasonable for the performance of the Agreement.
 - ii. Be determined in accordance with generally accepted accounting principles.
 - iii. Be consistent with policies that apply uniformly to all activities of the Grantee.
 - iv. Grantee agrees that all fringe benefits shall be at actual cost.
- e. Earned/Accrued Compensation
- i. Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.
 - ii. For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f



(3)(b) for an example.

- iii. For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.
 - 1. Example No. 1:
If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one-year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of the Agreement, the Grantee during a one-year agreement term may only claim up to three weeks of vacation and twelve days of sick leave actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.
 - 2. Example No. 2:
If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Grantee would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).
 - 3. Example No. 3:
If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to DHCS, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

X. Prohibited Use of State Funds for Software

(Applicable to agreements in which computer software is used in performance of the work.)

Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

Y. Suspension or Stop Work Notification

- a. DHCS may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by the funding Program's Contract Manager. Upon receipt of said notice, the Grantee is to suspend and/or stop all, or any part, of the work called for by this Agreement.
- b. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within 30 working



days of the verbal notification. The suspension or stop work notification shall remain in effect until further written notice is received from DHCS. The resumption of work (in whole or part) will be at DHCS' discretion and upon receipt of written confirmation.

- i. Upon receipt of a suspension or stop work notification, the Grantee shall immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.
- ii. Within 90 days of the issuance of a suspension or stop work notification, DHCS shall either:
 1. Cancel, extend, or modify the suspension or stop work notification; or
 2. Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.
- c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Grantee may resume work only upon written concurrence of funding Program's Contract Manager.
- d. If the suspension or stop work notification is canceled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or contract terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.
- e. If a suspension or stop work notification is not canceled and the Agreement is canceled or terminated pursuant to the provision entitled Cancellation / Termination, DHCS shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.
- f. DHCS shall not be liable to the Grantee for loss of profits because of any suspension or stop work notification issued under this clause.

Z. Public Communications

Electronic and printed documents developed and produced, for public communications shall follow the following requirements to comply with Section 508 of the Rehabilitation Act and the American with Disabilities Act:

- a. Ensure visual-impaired, hearing-impaired and other special needs audiences are provided material information in formats that provide the most assistance in making informed choices.



Exhibit D:

**Santa Clara County Office of Education
CYBHI School-Linked Partnerships and Capacity Grant
LEA Preliminary Budget**

LEA Name:		CYBHI SLPCG Allocation:	
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Instructions:

1. Select Priority Funding Activities (PFAs) from the following five (5) areas: Medi-Cal Enrollment, Service Delivery Infrastructure and Capacity Building, Data Collection and Documentation, Billing Infrastructure, and Collective Impact. You can select as many or as few PFAs as necessary.
 2. Identify the budget for each of the areas where you anticipate having deliverables.
 3. We have identified the amount for Administrative Cost and Other.
- *Please note that your budget for PFAs should support and focus on activities that you will lead as an LEA. This will comprise 70-80% of your allocation funding.*

Section 1: Operational Readiness

A. Medi-Cal Enrollment

Key Considerations: These activities are directly related to the process of an LEA or their designated providers/practitioners enrolling in Medi-Cal and operating compliance with relevant state and federal regulations.

Priority Funding Activities (PFAs) Please select all that apply:	Budgeted Amount for Anticipated Deliverables
<input type="checkbox"/> Paying wages for staff time spent enrolling in Medi-Cal.	\$
<input type="checkbox"/> Covering administrative costs related to enrolling in Medi-Cal (e.g. any fees for operational burdens.	\$
Total Budget for Medi-Cal Enrollment	\$

B. Service Delivery Infrastructure & Capacity Building

Key Considerations: These activities are directly related to LEAs efforts to meet DHCS-set thresholds to deliver needed behavioral health services to all students, including those without Individualized Education Plans.

Priority Funding Activities (PFAs) Please select all that apply:	Budgeted Amount for Anticipated Deliverables
<input type="checkbox"/> Hiring and contracting with eligible providers to increase school or school-site capacity to deliver behavioral health services and grow the portfolio of behavioral health services.	\$
<input type="checkbox"/> Contracting with community-based organizations, county behavioral health agencies, or other behavioral health providers to furnish covered school-based services to students.	\$



<input type="checkbox"/>	Training LEA or school-site staff to deliver evidence-based interventions in school-based behavioral health services (e.g. training costs for Cognitive Behavioral Intervention for Trauma in Schools, hiring supervisors to help staff get Pupil Personnel Services credentialed).	\$
<input type="checkbox"/>	Building, modifying, furnishing, or preparing physical spaces to create rooms for on-site provision of behavioral health care services (e.g. creating a wellness room).	\$
<input type="checkbox"/>	Purchasing supplies, technology, or tools that increase access to behavioral health services for students or improve service delivery (e.g. buying iPads so students can access virtual services while at school; buying books behavioral health or workbooks for students).	\$
<input type="checkbox"/>	Funding clinical supervision services for individuals working towards their credentials or licensure.	\$
<input type="checkbox"/>	Covering travel costs for providers and employees to participate in relevant training opportunities, including transportation, lodging and food.	\$
Total Budget for Service Delivery Infrastructure & Building Capacity		\$

C. Data Collection & Documentation

Key Considerations: These activities are directly related to activities designed to meet DHCS guidelines on LEA ability to maintain and transmit data on student health and healthcare coverage, service-level data, and the LEA’s eligible practitioners and affiliated or contracted school-linked providers.

Priority Funding Activities (PFAs) Please select all that apply:		Budgeted Amount for Anticipated Deliverables
<input type="checkbox"/>	Purchasing software licenses to enable data collection and exchange (e.g. Electronic Medical Records or EMR, Electronic Health Records or EHR) and technology needed to use it (e.g. computers/tablets for providers to use intake software) Note: Electronic Medical Records or Electronic Health Records and other similar infrastructure can be purchased at the county level and shared among LEAs. Recruiting, hiring, onboarding, and supporting salaries for medical administrative assistants or other employees focused on maintaining and transmitting data related to behavioral health care coverage and service delivery. Grants provide an opportunity for one-time funding to potentially expand the workforce. Salaries for new employees may be able to be sustained through ongoing fee schedule reimbursement.	\$
<input type="checkbox"/>	Contracting for services related to data collection, storage, and transmission.	\$



<input type="checkbox"/>	Training LEA or school-site staff to deliver evidence-based interventions in school-based behavioral health services (e.g. training costs for Cognitive Behavioral Intervention for Trauma in Schools, hiring supervisors to help staff get Pupil Personnel Services credentialed).	\$
Total Budget for Data Collection and Documentation		\$

D. Billing Infrastructure

Key Considerations: These activities are directly related to activities designed to meet DHCS guidelines on LEAs’ ability to file claims and communicate necessary data to utilize the fee schedule. This includes having the resources and tools to maintain, select, and transmit service level data for billing purposes.

Priority Funding Activities (PFAs) Please select all that apply:		Budgeted Amount for Anticipated Deliverables
<input type="checkbox"/>	Recruiting, hiring, onboarding, and supporting salaries for billing specialists focused on operating data systems and claims filing.	\$
<input type="checkbox"/>	Purchasing needed software licenses and technology services/solutions to facilitate the billing and claims process and additional technology needed for providers and LEAs to implement the solutions.	\$
<input type="checkbox"/>	Training providers or administrative employees on how to use billing software.	\$
<input type="checkbox"/>	Contracting with a full-service third-party billing vendor. Note: Billing vendors will need to submit information to the state’s TPA to file claims and receive reimbursements.	\$
<input type="checkbox"/>	Investing in systems infrastructure necessary to support claims transmission to the state's TPA vendor.	\$
Total Budget for Service Delivery Infrastructure & Building Capacity		\$
Total Budget for Operational Readiness (Sum of all PFAs)		\$
Total Budget for Collective Impact (10% of allocation) *Optional		\$
Total Budget for Administrative Costs (10% of allocation)		\$
Total Budget for Other (10% of allocation)		\$
Total LEA Allocation		\$

Intro

CYBHI School-Linked Partnerships & Capacity Grants: LEA-Level Implementation Plan and Budget

Local Education Agencies (LEAs) must submit a comprehensive implementation plan and detailed budget. Your implementation plan and budget should outline how the LEA plans to use Capacity Grant funds to work towards operational readiness or expanding behavioral health service capacity. All expenditures should be directly, demonstrably, and credibly related to achieving operational readiness, developing collective infrastructure, or improving equity, access, and range in school-linked behavioral health services.

Contact Info

Contact Information

Please select your County Office of Education

Note: you can enter the first letter of your COE in the dropdown menu

Please enter your Local Education Agency

Note: the textbox will give autocomplete suggestions for your LEA name

Primary Point of Contact: *This should be the person who will act as the lead for your Local Education Agency (LEA) for the School-Linked Partnerships and Capacity Grant Program.*

Primary Contact First Name

Primary Contact Last Name

Primary Contact Position/Title

Primary Contact Email

Primary Contact Phone

***Secondary Point of Contact:** This should be a partner to the primary point of contact throughout this Grant Program.*

Secondary Contact First Name

Secondary Contact Last Name

Secondary Contact Position/Title

Secondary Contact Email

Secondary Contact Phone

Fee Schedule

Respondents may find the following resources useful:

[CYBHI School-Linked Partnerships & Capacity Grants Webpage](#)

For questions or support with completing this survey please email your COE.

Fee Schedule Operational Readiness

Fee schedule operational readiness: At least 70% of each LEA's funding should be dedicated funding used to achieve operational readiness, join the provider network, and begin to utilize the fee schedule (note: LEAs do not need to begin utilizing the fee schedule in Cohort 1 to be eligible for grant funding).

What is your LEA Allocation from your COE? (Please enter dollar amount, numbers only)

OpReady: Medi-Cal

Respondents may find the following resources useful:

[CYBHI School-Linked Partnerships & Capacity Grants Webpage](#)

For questions or support with completing this survey please email your COE.

Operational Readiness: Medi-Cal Enrollment

These activities are directly related to the process of an LEA or their designated providers/practitioners enrolling in Medi-Cal and operating in compliance with relevant state and federal regulations.

Priority Funding Activities (PFAs): Please select all the Priority Funding Areas that apply and list the anticipated deliverable for each.

- Paying wages for staff time spent enrolling in Medi-Cal.
- Covering administrative costs related to enrolling in Medi-Cal (e.g. any fees or operational burdens).

List the anticipated deliverables for: *Paying wages for staff time spent enrolling in Medi-Cal.*

List the anticipated deliverables for: *Covering administrative costs related to enrolling in Medi-Cal (e.g. any fees or operational burdens).*

What is the total budget for this operational readiness area? (Please enter dollar amount, numbers only)

OpReady: Service Delivery

Respondents may find the following resources useful:

[*CYBHI School-Linked Partnerships & Capacity Grants Webpage*](#)

For questions or support with completing this survey please email your COE.

Operational Readiness: Service Delivery Infrastructure & Capacity Building

These activities are directly related to LEAs efforts to meet DHCS-set

thresholds to deliver needed behavioral health services to all students, including those without Individualized Education Plans.

Priority Funding Activities (PFAs): Please select all the Priority Funding Areas that apply and list the anticipated deliverable for each.

- Hiring and contracting with eligible providers to increase school or school-site capacity to deliver behavioral health services and grow the portfolio of behavioral health services.
- Contracting with community-based organizations, county behavioral health agencies, or other behavioral health providers to furnish covered school-based services to students.
- Training LEA or school-site staff to deliver evidence-based interventions in school-based behavioral health services (e.g. training costs for Cognitive Behavioral Intervention for Trauma in Schools, hiring supervisors to help staff get Pupil Personnel Services credentialed).
- Building, modifying, furnishing, or preparing physical spaces to create rooms for on-site provision of behavioral health care services (e.g. creating a wellness room).
- Purchasing supplies, technology, or tools that increase access to behavioral health services for students or improve service delivery (e.g. buying iPads so students can access virtual services while at school; buying books behavioral health or workbooks for students).
- Funding clinical supervision services for individuals working towards their credentials or licensure.
- Covering travel costs for providers and employees to participate in relevant training opportunities, including transportation, lodging, and food.

List the anticipated deliverables for: *Hiring and contracting with eligible providers to increase school or school-site capacity to deliver behavioral health services and grow the portfolio of behavioral health services.*



List the anticipated deliverables for: *Contracting with community-based organizations, county behavioral health agencies, or other behavioral health providers to furnish covered school-based services to students*



List the anticipated deliverables for: *Training COE, LEA or school-site staff to deliver evidence-based interventions in school-based behavioral health services (e.g. training costs for Cognitive Behavioral Intervention for Trauma in Schools, hiring supervisors to help staff get Pupil Personnel Services credentialed).*



List the anticipated deliverables for: *Building, modifying, furnishing, or preparing physical spaces to create rooms for on-site provision of behavioral health care services (e.g. creating a wellness room).*

List the anticipated deliverables for: *Purchasing supplies, technology, or tools that increase access to behavioral health services for students or improve service delivery (e.g. buying iPads so students can access virtual services while at school; buying books behavioral health or workbooks for students).*

List the anticipated deliverables for: *Funding clinical supervision services for individuals working towards their credentials or licensure.*

List the anticipated deliverables for: *Covering travel costs for providers and*

employees to participate in relevant training opportunities, including transportation, lodging, and food.

What is the total budget for this operational readiness area? (Please enter dollar amount, numbers only)

OpReady: Data Collection

Respondents may find the following resources useful:

[*CYBHI School-Linked Partnerships & Capacity Grants Webpage*](#)

For questions or support with completing this survey please email your COE.

Operational Readiness: Data Collection and Documentation

These activities are directly related to activities designed to meet DHCS guidelines on LEA ability to maintain and transmit data on student health and healthcare coverage, service-level data, and the LEA's eligible practitioners and affiliated or contracted school-linked providers.

Priority Funding Areas (PFAs): Please select all the Priority Funding Areas that apply and list the anticipated deliverable for each:

- Purchasing software licenses to enable data collection and exchange (e.g. Electronic Medical Records or EMR, Electronic Health Records or EHR) and technology needed to use it (e.g. computers/tablets for providers to use intake software) *Note: Electronic Medical Records or Electronic Health Records and other similar infrastructure can be purchased at the county level and shared among LEAs.*
- Recruiting, hiring, onboarding, and supporting salaries for medical administrative assistants or other employees focused on maintaining and transmitting data related to behavioral health care coverage and service delivery. *Note: Grants provide an opportunity for one-time funding to potentially expand the workforce. Salaries for new employees may be able to be sustained through ongoing fee schedule reimbursement.*
- Contracting for services related to data collection, storage, and transmission.
- Training providers or administrative employees on how to use data collection and exchange software (e.g. EMR/EHR).

List the anticipated deliverables for: *Purchasing software licenses to enable data collection and exchange (e.g. Electronic Medical Records or EMR, Electronic Health Records or EHR) and technology needed to use it (e.g. computers/tablets for providers to use intake software)*

List the anticipated deliverables for: *Recruiting, hiring, onboarding, and supporting salaries for medical administrative assistants or other employees*

focused on maintaining and transmitting data related to behavioral health care coverage and service delivery.

List the anticipated deliverables for: *Contracting for services related to data collection, storage, and transmission.*

List the anticipated deliverables for: *Training providers or administrative employees on how to use data collection and exchange software (e.g. EMR/EHR).*

What is the total budget for this operational readiness area? (Please enter dollar amount, numbers only)

OpReady: Billing

Respondents may find the following resources useful:

[CYBHI School-Linked Partnerships & Capacity Grants Webpage](#)

For questions or support with completing this survey please email your COE.

Operational Readiness: Billing Infrastructure

These activities are directly related to activities designed to meet DHCS guidelines on LEAs' ability to file claims and communicate necessary data to utilize the fee schedule. This includes having the resources and tools to maintain, select, and transmit service level data for billing purposes.

Priority Funding Areas (PFAs): Please select all the Priority Funding Areas that apply and list the anticipated deliverable for each:

- Recruiting, hiring, onboarding, and supporting salaries for billing specialists focused on operating data systems and claims filing.
- Purchasing needed software licenses and technology services/solutions to facilitate the billing and claims process and additional technology needed for providers and LEAs to implement the solutions.
- Training providers or administrative employees on how to use billing software.
- Contracting with a full-service third-party billing vendor. *Note: Billing vendors will need to submit information to the state's TPA in order to file claims and receive reimbursements.*
- Investing in systems infrastructure necessary to support claims transmission to the state's TPA vendor.

List the anticipated deliverables for: *Recruiting, hiring, onboarding, and supporting salaries for billing specialists focused on operating data systems and claims filing.*

List the anticipated deliverables for: *Purchasing needed software licenses and technology services/solutions to facilitate the billing and claims process and additional technology needed for providers and LEAs to implement the solutions.*

List the anticipated deliverables for: *Training providers or administrative employees on how to use billing software.*

List the anticipated deliverables for: *Contracting with a full-service third-party billing vendor.*

List the anticipated deliverables for: *Investing in systems infrastructure necessary to support claims transmission to the state's TPA vendor.*

What is the total budget for this operational readiness area? (Please enter dollar amount, numbers only)

OpReady: Total

Respondents may find the following resources useful:

[CYBHI School-Linked Partnerships & Capacity Grants Webpage](#)

For questions or support with completing this survey please email your COE.

Total Budget for Operational Readiness

This is the total budget you have allocated for Operational Readiness activities you will lead as an LEA. If it is incorrect, please go back and check the budget amounts you entered for each of the Operational Readiness areas.

\$0

Collective Impact

Respondents may find the following resources useful:

[CYBHI School-Linked Partnerships & Capacity Grants Webpage](#)

For questions or support with completing this survey please email your COE.

Collective Impact

Up to 10% of each LEA's funding can be dedicated to projects that build a necessary collaborative infrastructure for coordinated systems that focus on the needs of children and families. This can come in the form of technical assistance, coaching, and implementation support. Investments in collective impact can contribute to fee schedule readiness and/or expanding service delivery beyond the minimum readiness requirements. Example efforts include developing and designing a common agenda and shared measurement system to track progress, integrating activities across systems, and including families and communities in supporting youth behavioral health.

Please select all areas of Collective Impact that apply and list the anticipated deliverable for each.

- Developing plans, policies, or procedures with a common goal that guides collaboration across systems and LEAs within a county.
- Purchasing and disseminating tools to measure success along shared collaborative goals (e.g. new tools to communicate between school providers, community and family supports, and payers).
- Training or providing technical assistance to LEAs to share best practices and improve the county's ability to collaboratively provide behavioral health support to children and families.
- Implementing selected Evidence Based Practices and Community-Defined Evidence Practices (EBPs/CDEPs).
- Building and using the CYBHI Behavioral Health Virtual services platform and tools for students to access behavioral health services.
- Establishing partnerships with managed care plans, county behavioral health, and community-based organizations to deliver behavioral health services.
- Adopting an outsourced clinical training model to improve capacity and access to different treatment types (e.g. funding graduate students to provide behavioral health services on campus).
- Providing universal behavioral health screenings to identify emerging behavioral health needs in the student population.

List the anticipated deliverable for: *Developing plans, policies, or procedures with a common goal that guides collaboration across systems and LEAs within a county.*

List the anticipated deliverable for: *Purchasing and disseminating tools to measure success along shared collaborative goals (e.g. new tools to communicate between school providers, community and family supports, and payers).*

List the anticipated deliverable for: *Training or providing technical assistance to LEAs to share best practices and improve the county's ability to collaboratively provide behavioral health support to children and families.*

List the anticipated deliverable for: *Implementing selected Evidence Based Practices and Community-Defined Evidence Practices (EBPs/CDEPs).*

List the anticipated deliverable for: *Building and using the CYBHI Behavioral*

Health Virtual services platform and tools for students to access behavioral health services.

List the anticipated deliverable for: *Establishing partnerships with managed care plans, county behavioral health, and community-based organizations to deliver behavioral health services.*

List the anticipated deliverable for: *Adopting an outsourced clinical training model to improve capacity and access to different treatment types (e.g. funding graduate students to provide behavioral health services on campus).*

List the anticipated deliverable for: *Providing universal behavioral health*

screenings to identify emerging behavioral health needs in the student population.

What is the total budget for Collective Impact? This should not exceed 10% of the total budget. (Please enter dollar amount, numbers only)

Other/Total Budget

Respondents may find the following resources useful:

[CYBHI School-Linked Partnerships & Capacity Grants Webpage](#)

For questions or support with completing this survey please email your COE.

Other Allocations and Total Budget

LEA Administrative Costs: Should not exceed 10%. Indirect costs should be included in this section. Please see the [guidance on indirect costs](#).

What is the budget for LEA Administrative Costs? (Please enter dollar

amount, numbers only)

Other Costs: Up to 10% of each LEA's funds can be dedicated to other expenditures that the LEA deems necessary. DHCS and the grant administrator(s) will be required to approve other uses of funding through the implementation plan.

What is the budget for Other Costs? (Please enter dollar amount, numbers only)

List the anticipated deliverables for Other Costs.

Total Budget: Operational Readiness (70%) + Collective Impact (10%) + LEA Administrative Costs (10%) + Other Costs (10%)

Please enter your total budget below. (Please enter dollar amount, numbers only)

Budget Check

Respondents may find the following resources useful:

[CYBHI School-Linked Partnerships & Capacity Grants Webpage](#)

For questions or support with completing this survey please email your COE.

Budget Check

Your entered budget amounts and your total budget are below. If any of the amounts are incorrect, please go back and check the budget amount(s) you have entered on previous pages.

Operational Readiness Budget

Medi-Cal Enrollment: \$\$ {q://QID23/ChoiceTextEntryValue}

Service Delivery Infrastructure & Capacity Building: \$\$ {q://QID34/ChoiceTextEntryValue}

Data Collection and Documentation: \$\$ {q://QID40/ChoiceTextEntryValue}

Billing Infrastructure: \$\$ {q://QID46/ChoiceTextEntryValue}

Collective Impact Budget

\$\$ {q://QID56/ChoiceTextEntryValue}

Administrative Costs Budget

\$\$ {q://QID58/ChoiceTextEntryValue}

Other Costs Budget

\$\$ {q://QID59/ChoiceTextEntryValue}

Total Budget

\$\$ {q://QID81/ChoiceTextEntryValue}

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School-Linked Partnerships and Capacity Grants

FUNDING GUIDANCE OVERVIEW

1. Purpose

The purpose of this funding guidance overview is to provide guidance to County Offices of Education (COEs) and Local Education Agencies (LEAs) about the permissible uses of funding for the school-linked partnership and capacity grants. As part of the Children and Youth Behavioral Health Initiative (CYBHI), the Department of Health Care Services (DHCS) is launching the school-linked partnership and capacity grant program to provide COEs and LEAs, as well as institutions for higher education, with critical resources to promote utilization of the CYBHI statewide multi-payer fee schedule. This guidance memo outlines the program requirements and permissible uses of funds for this grant initiative. Prospective grant applicants are encouraged to carefully review the information outlined below prior to completing their initial application.

For additional information please refer to the [DHCS website](https://dhcs.ca.gov) or email DHCS.SBS@dhcs.ca.gov.

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2. Context

A. Overview of the California Children & Youth Behavioral Health Initiative (CYBHI)

Established in 2021, the Children and Youth Behavioral Health Initiative (CYBHI) is a \$4.7 billion investment that seeks to reimagine the systems, regardless of payer, which support behavioral health for all California's children, youth, and their families. The CYBHI is a multi-year initiative led by five departments within the California Health and Human Services (CalHHS) Agency.¹

As part of the CYBHI and Governor Newsom's [Master Plan for Kids' Mental Health](#), DHCS is expanding access to school-based (or school-linked) behavioral health services provided to students at a school site. Of the 20 initiatives within the CYBHI, ~50% directly or indirectly seek to improve school-based behavioral health services (see Appendix: Exhibit 1).

Six of those 20 initiatives focus exclusively on expanding or improving services in a school setting. This includes efforts to expand the behavioral health workforce, create new partnerships, and change how providers are reimbursed.

- Over ~\$1B is available in **one-time funding** to enable the development of improved infrastructure and capabilities of schools and school districts to meet the behavioral health needs of students. These programs are intended to provide schools a starting point – building initial infrastructure, programs and policies that can then be sustained through other funding mechanisms (*for example, see details below on the statewide, multi-payer, school-linked fee schedule*).
 - **The Student Behavioral Health Incentive Program (SBHIP)** provides \$390M in incentives for Medi-Cal Managed Care Plans to partner with Local Educational Agencies (LEAs) on the delivery of school-based services
 - **School-Linked Partnerships and Capacity Grants** will distribute \$550M in grant funding for LEAs and public institutions of higher education to build capacity, infrastructure, and partnerships needed to utilize the fee schedule (*see details to follow*)
 - **Mindfulness, Resilience and Well-being Grants** (2023-2024) will award \$65 million in grant funding to further leverage California's existing SEL infrastructure. Funding is directed to support a network of 250+ focal schools that are located across each of California's 58 counties. County office of education leaders are working alongside district, school, and classroom leaders, providing support designed to prepare educators to deepen

¹ Five departments include DHCS, Department of Health Care Access and Information, Department of Managed Health Care, California Department of Public Health, and the Office of the Surgeon General.



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connections with students through relationship and community building, and to be front line responders to protect the psychological wellbeing of all young people across the state.

- **Youth Peer-to-Peer Support Program** (2023-2027) implements peer-to-peer support programs that expand access to behavioral health support services in DHCS selected high schools by disseminating \$8M in grant funding and partnering with The Children’s Partnership
- **CalHOPE Student Services** (2022-2024) operates an educator support program, including a network of ~6,000 members across all 58 counties who provide training and resources to educators and promote SEL-based instruction
- The State is also providing **sustainable funding via new reimbursement models** that reimagine how providers are reimbursed for behavioral health services in schools. The **Statewide Multi-Payer School-Linked Fee Schedule** establishes a specific set of behavioral health services and rates at which Medi-Cal and commercial plans are required to reimburse local education agencies, public institutions of higher education, and other school-affiliated providers.

3. Overview of school-linked partnerships and capacity grant program

A. Authorizing statute

DHCS has authority² to award competitive grants to qualified entities for the following purposes:

- 1) To build partnerships, capacity, and infrastructure supporting ongoing school-linked behavioral health services for children and youth 25 years of age and younger.
- (2) To expand access to licensed medical and behavioral health professionals, counselors, peer support specialists, community health workers, and behavioral health coaches serving children and youth.
- (3) To build a statewide provider network for behavioral health prevention and treatment services for children and youth, including those attending institutions of higher education.

² California Welfare and Institutions Code 5961.2 ([link](#))



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(4) To enhance coordination and partnerships with respect to behavioral health prevention and treatment services for children and youth via appropriate data sharing systems.

The statute further grants DHCS authority to define the eligibility criteria, grant application process, and methodology for the distribution of funds appropriated for the purposes described in this section to those entities it deems qualified. As such, DHCS is awarding \$550 million in one-time grants to strengthen school-linked behavioral health services. This funding will be distributed among:

- California public K-12 schools (\$400 million), and
- California public institutions of higher education (\$150 million)

B. Program goals

Based on input from education stakeholders and partners, DHCS is designing the school-linked partnerships and capacity grants program around three primary goals:

1. **Fee schedule readiness:** Increase the number of Local Educational Agencies (LEAs) who meet the operational readiness requirements needed to join the behavioral health provider network and utilize the fee schedule. This will ensure that one-time funds are used in a way that promotes long-term sustainability
2. **Expanded access:** Increase availability, equity, and range of behavioral health services in schools or school-linked settings by augmenting LEAs' capabilities and capacity. This provides an opportunity for educational entities to increase capacity and expand service delivery in the nearer term. Similarly, investments in the systems around school-linked services can help expand access to behavioral health care in schools
3. **Collaborative Infrastructure:** Develop or enhance collaborative infrastructure across LEAs, MCPs (Medi-Cal and commercial plans), county behavioral health departments, and CBO providers that focus on child and youth behavioral wellbeing. Grant funds can be spent on developing plans to achieve common goals, policies to enable and measure success, and tools to improve collaboration to help these systems better support children and families.

C. Defining fee schedule readiness

Note: For additional information on the fee schedule please watch the introductory video [here](#)



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LEAs seeking to join the school-linked behavioral health provider network and begin utilizing the fee schedule must achieve operational readiness across the following four categories:

- **Medi-Cal enrollment:** All LEAs must be Medi-Cal enrolled to be eligible to participate in the CYBHI fee schedule and to receive reimbursement for eligible services rendered under the fee schedule. Example requirements to be Medi-Cal enrolled may include:³
 - Completion of a Medi-Cal Provider Participation Agreement
 - Completion of a CYBHI-specific fee schedule program agreement to confirm the LEA's commitment to comply with mandatory program requirements
 - Completion of a Medi-Cal disclosure statement to gather information on the LEA (e.g., name, address, debts due to government that relate to federal or state health care programs, previous suspensions) and individuals who meet the definition of a managing employee⁴ (e.g., social security number, past felonies, previous suspensions)
 - Submission of a certificate of general liability insurance covering the LEA and participating school sites. *General liability insurance covers premises and operation at the LEA address and includes costs of defense, legal costs, damage to property, and claims expenses because of injuries to other persons*
 - Submission of a certificate of professional liability insurance covering the LEA and participating school sites. *Professional liability insurance covers against the loss, damage, or expense incident to a claim arising out of the harm of any person as a result of malpractice in rendering professional services by any person who holds a license or certificate*
 - Submission of a certificate of workers' compensation insurance covering the LEA and participating school sites
- **Service delivery infrastructure and capacity building:** LEAs must have sufficient existing service delivery infrastructure and capabilities to expand service offerings to meet the behavioral health needs of students, including those without an Individualized Educational Plan (IEP). In addition, they must demonstrate sufficient capacity (e.g., physical space, staffing, resources, contracts) to furnish services covered by the fee schedule (see Appendix: Exhibit 2)

LEAs can provide these services through a variety of models, including:

- Employment of licensed behavioral health professionals

³ DHCS will share further details and publish documents on the DHCS website (in the coming months)

⁴ Any individual who exercises operational or managerial control over, or who directly or indirectly conducts the day-to-day operation of an applicant or provider.



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- Employment of Pupil Personnel Service (PPS) credentialed practitioners
- Contracting or affiliating with behavioral health practitioners, provider groups, clinics, community-based organizations (CBOs), or county behavioral health departments

Note: DHCS is in the process of defining how to measure “sufficient” capacity prior to being able to utilize the fee schedule and will follow-up with additional detail

- **Data collection and documentation:** LEAs must have defined policies and protocols for collecting, storing, and transmitting the following information to the State’s Third-Party Administrator (TPA) (as appropriate), including the following:
 - Student data and healthcare coverage information (e.g., subscriber name, date of birth, insurance provider, policy number, group number),
 - Provider network information (e.g., provider name, certification number), and
 - Information on the provision of behavioral health services (e.g., date of service, name of recipient, service location, treatment plans).

Data collected and transmitted must include, at a minimum: date of service; name of recipient; Medi-Cal identification number (if applicable); provider agency and person providing the service, and associated NPI numbers; nature, extent, or units of service; place of service; and eligibility for Individuals with Disabilities Education Act funding. This is in accordance with California Code of Regulations, Title 22, Section 51476, which explains that LEA providers must also keep, maintain, and have readily retrievable records to fully disclose the type and extent of services provided to Medi-Cal eligible students.

Data collection and documentation processes must also comply with Health Insurance Portability and Accountability Act (HIPAA) and Family Educational Rights and Privacy Act (FERPA) requirements, in addition to any other applicable state and federal laws pertaining to privacy of protected health information and personal identifying information.

Note: DHCS is in the process of defining potential Data Use Agreements between providers and the State’s Third-Party Administrator – details will follow.

- **Billing infrastructure:** LEAs must be able to transmit sufficient data and information to the state’s Third-Party Administrator (TPA) to be able to file a claim. LEAs must also be able to receive payments. DHCS will require LEAs to have:
 - A designated billing entity (e.g., COE, LEA, individual school-sites)



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- Sufficient technology infrastructure for claims submission (e.g., automated data sharing between providers and payers, medical billing software, claim analytics)
- Sufficient technology infrastructure for payment remittance

All LEAs who are applying to join the school-linked behavioral health provider network will be required to submit the necessary documentation to demonstrate readiness prior to DHCS approval.

4. Qualified entities and permissible uses of funding

A. Entities qualified to submit a grant application

County Offices of Education (COEs), the California Schools for the Deaf, and the California School for the Blind. Each COE will determine, with input from local partners, the funding strategy and disseminate funding to LEAs, charter schools, community-based organizations and/or other implementing partners in the county. Please see Section 5: Grant administration for additional details about the grant administration process for COEs.

The intent of these dollars is to support LEAs that are implementing or will implement the CYBHI fee schedule at some future date; as such, all LEAs are eligible to access funding now, even if they plan to begin utilizing the fee schedule in Cohorts 2 (June 2024) or 3 (January 2025), or beyond. COEs may also choose to distribute funds to LEAs that are not ready to commit to implementing the fee schedule, as long as the funds are allocated appropriately and consistent with the permissible use of funds outline in the next section. Eligible LEAs/entities include:

- County Offices of Education
- Local education agencies
- Charter schools
- California Schools for the Deaf
- California School for the Blind
- Community partners



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B. Permissible use of funds

Given the goals outlined above (See section 2B. Program goals), the majority of funding is intended to be used to achieve fee schedule readiness, with additional funding available for improving access, equity, and range in behavioral health services.

County Offices of Education and Local Education Agencies

The majority of the funding for this grant program is intended to go to Local Education Agencies (LEAs). County Offices of Education (COEs) will work in collaboration with their LEAs as LEAs determine their priority funding activities. LEAs may choose to delegate or defer to their COE to fulfill an objective of the priority funding activity, for example purchasing an electronic health record system or claims submission software for multiple LEAs within the County. In that case, the COE will pool the contributions from the LEAs to support activities on behalf of their LEA(s). However, should a COE not fulfill activities on behalf of their LEAs, 80% of the funding is intended to flow directly to LEAs. As a part of the COE Implementation Plan process, COEs must provide rationale for LEA allocations. Should LEAs have lower than 80% allocation overall to their LEAs, the Grant Administrator will require sufficient rationale for the COE role in LEA funding activities.

County Offices of Education permissible distribution of funding⁵

County Offices of Education (COEs), as well as the California Schools for the Deaf and the California School for the Blind, will be responsible for appropriately distributing funds allocated by DHCS and disseminated by the grant administrator(s) amongst the LEAs within their jurisdiction in line with program goals. The following guidelines outline how COEs can distribute funds allocated to their county. The following distribution model applies for funds utilized by COEs directly as well as by LEAs:

- **Fee schedule operational readiness:** At least 70% of each county's funding should be dedicated funding used by LEAs to achieve operational readiness, join the provider network, and begin to utilize the fee schedule (note: LEAs do not need to begin utilizing the fee schedule in Cohort 1 to be eligible for grant funding). NOTE: COEs that serve also as LEAs and COEs that will be centralizing some of the key functions of the fee schedule (e.g., billing will go through the COE) may also utilize funds in this category for that purpose.
- **Administrative costs:** Up to 10% of funding can be reserved by the COE to offset any COE administrative costs incurred while distributing grant funds among LEAs and/or supporting them as they onboard onto the provider network

⁵ As determined by DHCS.



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- **Collective impact:** Up to 10% of each county's funding can be dedicated to projects that build a necessary collaborative infrastructure for coordinated systems that focus on the needs of children and families. This can come in the form of technical assistance, coaching, and implementation support. Investments in collective impact can contribute to fee schedule readiness and/or expanding service delivery beyond the minimum readiness requirements. Example efforts include developing and designing a common agenda and shared measurement system to track progress, integrating activities across systems, and including families and communities in supporting youth behavioral health.
- **Other:** Up to 10% of each county's funds can be dedicated to other expenditures that the COE deems necessary to build capacity, invest in infrastructure or establish partnerships necessary to strengthen the COE or LEA's ability to provide behavioral health services and supports to students. DHCS and the grant administrator(s) will be required to approve other uses of funding through the implementation plan (see details below)

COEs will be required to submit an implementation plan for review by DHCS and the grant administrator(s). The plan should outline how the COE plans to use funds to achieve operational readiness and the allocations for LEAs in their county as well as a rationale for the allocation. In addition, in collaboration with COEs, LEAs will be required to submit an implementation plan for review by their COE, DHCS and grant administrator(s). The plan should outline how those LEAs plan to use grant funds to achieve operational readiness (see Section 4 on Grant Administration for additional detail). Entities that are unsure of whether planned activities qualify as permissible uses of funding are encouraged to contact the grant administrator(s) prior to submitting their implementation plan by emailing capacitygrants@sccoe.org.

COEs and LEAs should ensure that implementation plans prioritize the primary goal of operational readiness, and that one-time spending contributes to sustainable improvements. DHCS and the grant administrator(s) will provide technical assistance to support entities in designing implementation plans.

Permissible Uses of Funds – Priority Funding Activities

As stated above, at least 70% of grant funds distributed to COEs/LEAs should be used to implement the infrastructure, build capacity or invest in partnerships necessary to achieve operational readiness and develop systems to ensure that the fee schedule will be implemented in a manner that will increase equity and access to behavioral health services.

Funds used for developing operational readiness should address one or more of the four areas of operational readiness. See examples of permissible funding activities within each category below.



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- **Medi-Cal enrollment:** This includes expenditures directly related to the process of an LEA or their designated providers / practitioners enrolling in Medi-Cal. The grant administrator(s) will provide technical assistance related to enrolling in Medi-Cal and operating in compliance with relevant state and federal regulations. Example LEA expenditures may include:
 - Paying wages for staff time spent enrolling the LEA or designated providers/practitioners in Medi-Cal
 - Covering administrative costs related to enrolling the LEA or designated providers/practitioners in Medi-Cal (e.g., any fees, operational burdens)
- **Service delivery infrastructure and capacity building:** This includes expenditures for LEAs to meet DHCS-set thresholds to deliver needed behavioral health services to all students. Service delivery infrastructure and capacity could include workforce augmentation, physical space expansion, or technological enablement. Investments in a collaborative infrastructure beyond individual LEAs that promotes the delivery of care to children and families are also eligible. Example expenditures may include:
 - Hiring or contracting with eligible providers to increase a school or school-site's capacity to deliver behavioral health services and grow the portfolio of behavioral health services offered (e.g., SUD services)

Note: Grants provide an opportunity for one-time funding to potentially expand workforce. The LEA should consider how these expansions will be sustainable after grant funding ends. Fee schedule reimbursement may sustain a portion of salaries for new employees.

- Contracting with community-based organizations, county behavioral health agencies, or other behavioral health providers to furnish covered school-based services to students.
- Training COE, LEA or school-site staff to deliver evidence-based interventions in school-based behavioral health services (e.g., training costs for Cognitive Behavioral Intervention for Trauma in Schools, hiring supervisors to help staff get Pupil Personnel Services credentialed)
- Modifying, furnishing, or preparing physical spaces to create rooms for on-site provision of behavioral health care services (e.g., creating a wellness room)
- Purchasing supplies, technology, or tools that increase access to behavioral health services for students or improve service delivery (e.g., buying iPads so



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students can access virtual services while at school; buying books about behavioral health or workbooks for students)

- Funding clinical supervision services for individuals working towards their credentials or licensure
- Covering travel costs for providers and employees to participate in relevant training opportunities, including transportation, lodging, and food
- **Data collection and documentation:** This includes spending to meet state and federal guidelines (e.g., HIPAA) on LEA's ability to maintain and transmit data on student health and healthcare coverage, service-level data, and the LEA's eligible practitioners and affiliated or contracted school-linked providers. Funds can be spent on technological enablement (e.g., software licenses, Electronic Medical Records, implementation technology) or workforce augmentation and improvement (e.g., training providers on data policies and processes, hiring new staff focused on data collection, outsourcing to a third party). Example expenditures may include:
 - Purchasing software licenses to enable data collection and exchange (e.g., Electronic Medical Records, or EMR) and technology needed to use it (e.g., computers / tablets for providers to use intake software)

Note: Electronic Medical Records and other similar infrastructure can be purchased at the county level and shared among LEAs. Recruiting, hiring, onboarding, and supporting salaries for medical administrative assistants or other employees focused on maintaining and transmitting data related to behavioral health care coverage and service delivery

Note: Grants provide an opportunity for one-time funding to potentially expand workforce. Salaries for new employees may be able to be sustained through ongoing fee schedule reimbursement

 - Contracting for services related to data collection, storage, and transmission.
 - Training providers or administrative employees on how to use data collection and exchange software (e.g., EMR)
- **Billing infrastructure:** This includes spending to meet DHCS guidelines on LEAs' ability to file claims and communicate necessary data to utilize the fee schedule. This includes having the resources and tools to maintain, select, and transmit service-level data for billing purposes. Funds can be spent on technological enablement (e.g., tools like billing software) or workforce augmentation (e.g., hiring internal staff, contracting with external parties, training staff on billing processes). Example expenditures may include:



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- Recruiting, hiring, onboarding, and supporting salaries for billing specialists focused on operating data systems and claims filing
- Purchasing needed software licenses and technology services / solutions to facilitate the billing and claims process and additional technology needed for providers and LEAs to implement the solutions
- Training providers or administrative employees on how to use billing software
- Contracting with a full-service third-party billing vendor

Note: Billing vendors will need to submit information to the state's TPA in order to file claims and receive reimbursements.

- Investing in systems infrastructure necessary to support claims transmission to state's TPA vendor

Other Permissible Uses of Funds – Secondary Funding Activities

Though funds should primarily be used to help LEAs achieve operational readiness and begin using the fee schedule, LEAs can also use grant funds to build collaborative infrastructure across multiple stakeholders (e.g., COEs, LEAs, Medi-Cal MCPs, CBO providers) that support coordinated systems to deliver services to children and families. These funds can be used for technical assistance, coaching, and implementation support. Examples of these expenditures include:

- Developing plans, policies, or procedures with a common goal that guides collaboration across systems and LEAs within a county
- Purchasing and disseminating tools to measure success along shared collaborative goals (e.g., new tools to communicate between school providers, community and family supports, and payors)
- Training or providing technical assistance to LEAs to share best practices and improve the county's ability to collaboratively provide behavioral health support to children and families

In addition, funds can be used to improve equity, access, and range in behavioral health services. Spending on equitable access could focus on removing barriers to engaging specific populations. Spending on improving the range of behavioral health services could focus on developing innovative partnerships with new types of providers or building behavioral health services into the student experience (e.g., universal screenings). Example expenditures may include:



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- Implementing selected Evidence Based Practices and Community-Defined Evidence Practices (EBPs/CDEPs)
- Building and using the CYBHI Behavioral Health Virtual Services platform and tools for students to access behavioral health services
- Establishing partnerships with managed care plans, county behavioral health, and community-based organizations to deliver behavioral health services
- Adopting an outsourced clinical training model to improve capacity and access to different treatment types (e.g., funding graduate students to provide behavioral health services on campus)
- Providing universal behavioral health screenings to identify emerging behavioral health needs in the student population

The examples listed above do not constitute a comprehensive list of eligible expenditures. If a COE determines an alternative purpose for which they would like to use funds, they can communicate the rationale to the grant administrator(s). DHCS and the grant administrator(s) will review petitions for alternative uses of funds and communicate a decision.

All expenditures should be directly, demonstrably, and credibly related to achieving operational readiness, developing collective infrastructure, or improving equity, access, and range in school-linked behavioral health services. Expenditures outside of these guidelines will not be permitted without explicit permission from DHCS. If a COE or LEA would like to request funds for another purpose, a proposal may be submitted to the grant administrator(s) and DHCS for consideration. Any excess funds following completion of the implementation plan may still be utilized by the COE or LEA; however, in this situation, entities should send an updated implementation plan to DHCS through the grant administrator(s).

Ineligible uses of funds

Examples of ineligible uses of funds include:

- Fundraising
- Taxes
- Debts, late payment fees, contingency funds

5. K-12 Grant Allocation Methodology

DHCS used information from the California Department of Education, Local Control Funding Formula (LCFF), and Healthy Places Index to build a preliminary grant allocation



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methodology. The grant administrator(s) will provide information to each county about the allocations.

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