



SCHOOL

DISTRICT

EDUCATING LEARNERS FOR THE 21ST CENTURY

**SPECIAL
BOARD MEETING**

MARCH 29, 2023

Rio School District
1800 Solar Drive
Oxnard, CA 93030

**John Puglisi, Ph.D.
Superintendent**

Board of Education

Eleanor Torres, President
Felix Eisenhauer, D.M.A, Clerk
Kristine Anderson
Rosa Balderrama
Alesia Martin

2.0



Wednesday, March 29, 2023
Rio School District Special Board Meeting

**Rio School District
 Conference Room
 1800 Solar Drive
 Oxnard, CA 93030
 Closed Session 5:00 p.m.**

1. Preliminary Business

- 1.1 Call to Order-5:00 p.m.
- 1.2 Pledge of Allegiance
- 1.3 Roll Call

2. Approval of the Agenda

- 2.1 Agenda corrections, additions, and modifications.
- 2.2 Approval of the Agenda

3. Public Comment-Closed Session

- 3.1 Public Comment (Closed Session) The public may address the Board concerning items that are scheduled for discussion during the closed session only. These presentations are limited to three minutes each, or a total of fifteen minutes in all.

4. Closed Session

- 4.1 CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Govt. Code § 54956.9(d)(1)) Name of case: City of Oxnard v. Rio School District, Ventura County Superior Ct. Case No. 56-2023-00575575
- 4.2 Public Employee Discipline/Dismissal/Release [Government Code 54957]
- 4.3 Public Employee Appointment [Government Code 54957] Title: Middle School Principal and Elementary School Principal

5. Open Session

- 5.1 Reconvene Open Session/Report of Closed Session

6. Public Comment/ Open Session

Public Comment Procedures for receiving communication from the public on topics that fall under the subject jurisdiction of the Governing Board. 1. Special Board Meeting - A member of the public may address the Governing Board on any item(s) on the agenda. (Each person speaking may not exceed a total of three minutes on each item). The speaker may choose to speak during public comment or at the time of the agenda item prior to board consideration. These presentations are limited to three minutes or a total of twenty minutes.

7. Information/Action

- 7.1 Approval of SBHIP Grant MOU with VCOE
- 7.2 Approval of the Facilities Master Planning Prioritization Plan

8. Adjournment

8.1 Future Meeting Dates: April 19, 2023

8.2 Adjournment



Agenda Item Details

Meeting Mar 29, 2023 - Rio School District Special Board Meeting

Category 4. Closed Session

Subject 4.1 CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Govt. Code § 54956.9(d)(1))
Name of case: City of Oxnard v. Rio School District, Ventura County Superior Ct. Case No. 56-2023-00575575

Access Public

Type

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content



Agenda Item Details

Meeting	Mar 29, 2023 - Rio School District Special Board Meeting
Category	4. Closed Session
Subject	4.2 Public Employee Discipline/Dismissal/Release [Government Code 54957]
Access	Public
Type	Discussion

Public Content

Speaker: John Puglisi, Ph.D., Superintendent

Rationale: Staff will update and discuss with the Governing Board.

Administrative Content

Executive Content



Agenda Item Details

Meeting	Mar 29, 2023 - Rio School District Special Board Meeting
Category	4. Closed Session
Subject	4.3 Public Employee Appointment [Government Code 54957] Title: Middle School Principal and Elementary School Principal
Access	Public
Type	Discussion

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content

7.1

**Agenda Item Details**

Meeting	Mar 29, 2023 - Rio School District Special Board Meeting
Category	7. Information/Action
Subject	7.1 Approval of SBHIP Grant MOU with VCOE
Access	Public
Type	Action
Preferred Date	Mar 29, 2023
Absolute Date	Mar 29, 2023
Recommended Action	Administration recommends approval of this item.

Public Content

Speaker: Rebecca Rocha, Director of Human Resources

Rationale: The Rio School District has been working with the Ventura County Office of Education and our community partner Gold Coast Health Care (GCHC), to secure a grant to provide additional resources to the district to start wellness centers and hire School Based Mental Health Clinicians and an additional family liaison to meet the increasing social emotional and mental health needs of our students. This MOU outlines the responsibilities of the District and GCHC to meet the requirements of the grant including the start up of wellness centers, hiring of staff, and reporting. Approval of this MOU allows the district to begin receiving funds, hiring staff, and begin implementation of services described under the grant to provide additional counseling services to our students and outreach to our families.

[SBHIP RIO MOU FINAL.docx \(90 KB\)](#)

Administrative Content**Executive Content**

**MEMORANDUM OF UNDERSTANDING
BETWEEN VENTURA COUNTY MEDI-CAL MANAGED CARE COMMISSION dba
GOLD COAST HEALTH PLAN
AND
RIO SCHOOL DISTRICT**

This Memorandum of Understanding (“MOU”) is entered into by and between the Ventura County Medi-Cal Managed Care Commission dba Gold Coast Health Plan (“GCHP”) and the Rio School District (“RSD”), each a “Party” and collectively the “Parties.”

I. PURPOSE AND BACKGROUND

The purpose of this MOU between RSD and GCHP is to immediately implement the Student and Behavioral Health Incentive Program (“SBHIP”). SBHIP, as set forth in Assembly Bill 133 and Welfare & Institutions Code Section 5961.3, is intended to address behavioral health access barriers as well as significantly improve access to school-integrated behavioral health services with the aim of investing in mental health prevention, early identification, and treatment that can enhance learning, student wellness, and overall health outcomes for GCHP Members who are in grades TK-12 as well as build capacity and ensure access to necessary behavioral health infrastructure and supports for non-Medi-Cal students.

The Department of Health Care Services (“DHCS”) seeks to improve the statewide continuum of care to ensure every child receives the behavioral health services they are entitled to, the first time, and every time, they seek care. SBHIP supports the goals of California’s Advancing and Innovating Medi-Cal (“CalAIM”) initiative that people served by DHCS programs have longer, healthier, and happier lives, and that there will be a whole-system, person-centered approach to health and social care in which services are only one element of supporting people to have better health and wellbeing throughout their whole lives.

SBHIP objectives include (1) breaking down silos and improving coordination of child and adolescent student behavioral health services through increased communication with schools, school affiliated programs, managed care providers, counties, and mental health providers; (2) increasing the number of TK-12 students enrolled in Medi-Cal receiving behavioral health services through schools, school-affiliated providers, county behavioral health departments, and county offices of education; (3) increasing non-specialty services on or near school campuses; and (4) addressing health equity gap, inequalities, and disparities in access to behavioral health services.

SBHIP provides incentives to increase coordination among Medi-Cal Managed Care Plans, Local Educational Agencies (“LEAs”), county offices of education, and the county mental health plans with the understanding it will significantly impact the delivery of services to this population and ultimately benefit all delivery systems. Such coordination will impact the delivery of services to the student population and ultimately benefit stakeholders in all education, community, and mental health delivery systems. Creating a comprehensive and continuous system of care for Medi-Cal students to access the entire scope of available benefits is consistent with the national movement of increasing access to Medicaid services in schools.

GCHP selected RSD as a LEA partner due to the high density of enrolled students who may be eligible for Medi-Cal, based on its unduplicated pupil count percentage. In addition, GCHP analyzed member zip codes and confirmed that the LEA's boundaries corresponded with the highest concentrations of school-age members. Stakeholders involved include parents, guardians, caregivers, students, school staff, district administrators, GCHP, and RSD.

II. DEFINITIONS

When used in this MOU, the following words shall be defined as indicated:

“Advisory Committee” means the SBHIP Advisory Committee which will advance an equitable and culturally-responsive coordinated system of school-based behavioral health services for children and youth in Ventura County by gathering community and stakeholder input and advising Gold Coast Health Plan on effective techniques, implementation barriers, partnership, and advocacy.

“All-Payer Fee Schedule” means the fee schedule for school-linked behavioral health services which refers to the specific scope of benefits and rate requirements for commercial health plans and the Medi-Cal delivery systems, which will be required to reimburse providers at the established rates for providing services to students. Establishing the fee schedule will streamline and facilitate reimbursement for school-based behavioral health services, thereby expanding the scope of behavioral health services provided to students at, or near, school sites, and improving access to services and outcomes for children, youth, and young adults.

“Behavioral Health Provider Network” means a school-linked statewide provider network of at or near school-site behavioral health counselors as outlined in the Children and Youth Behavioral Health Initiative (CYBHI).

“Behavioral Health Wellness Programs” or “Wellness Programs” is a Targeted Intervention that means a program provided to a target population as a preventive measure to help avoid physical health, behavioral health, or overall illness while improving and maintaining the general health of the target population.

“Building Stronger Partnerships to Increase Access to Medi-Cal Services” is a Targeted Intervention that means GCHP's Behavioral Health Department's, each school district's SBHIP lead team member's, and Ventura County Office of Education's (VCOE) collective commitment to increase access to needed behavioral health services with future plans to continue and expand these investments.

“California Advancing and Innovating Medi-Cal” or “CalAIM” is a long-term commitment to transform and strengthen Medi-Cal, offering Californians a more equitable, coordinated, and person-centered approach to maximizing their health and life trajectory.

“Career Technical Education” means educational opportunities that provides for students of all ages with the academic and technical skills, knowledge, and training necessary to succeed in future careers.

“Children and Youth Behavioral Health Initiative” or “CYBHI” means a California Health and Human Services multi-agency initiative to reimagine, enhance, expand, and redesign the systems that support behavioral health and wellness for children and youth.

“Closed Loop Referral” means coordinating and referring the Member to available community resources and following up to ensure services were rendered.

“Community Information Exchange” or “CIE” means a network of health and social service providers able to share client information using a secure data platform and to provide coordination and electronic referrals for services.

“Culturally Appropriate and Targeted Populations” is a Targeted Intervention that means change interventions for ethnic and/or racial groups that are culturally appropriate or group-specific in terms of the cultural values, norms, expectancies, and attitudes of the target population.

“DHCS” means the State of California Department of Health Care Services.

“Expanding the Behavioral Health Workforce” is a Targeted Intervention that means providing students with structured opportunities to explore behavioral health careers with the potential to mitigate the scarcity of providers by helping more students envision themselves as behavioral health professionals.

“Local Education Agency” or “LEA” means a school district, county office of education, a nonprofit charter school participating as a member of a special education local plan area, or a special education local plan area.

“Medi-Cal Managed Care Program” means the program that GCHP operates under its Medi-Cal Agreement with DHCS for the Service Area.

“Members” mean eligible beneficiaries enrolled in GCHP.

“Project Plan” means a deliverable that is intended to identify, by county, the targeted intervention that will be implemented within each selected LEA and address project-related implementation questions. This document was completed by GCHP in collaboration with participating LEAs, the County Behavioral Health Plans, and other stakeholders as appropriate. For every prospective targeted intervention within a county, a Project Plan deliverable must be submitted to DHCS.

“Targeted Intervention” or “TI” means activities (or parameters for those activities) that will be accepted as targeted interventions that increase access to preventive, early intervention, and behavioral health providers for TK-12 children in schools. GCHP is required to implement four (4) Targeted Interventions in Ventura County, including the following: Behavioral Health Wellness Programs, Building Stronger Partnerships to Increase Medi-Cal Access to Services, Culturally Appropriate and Targeted Populations, and Expanding the Behavioral Health Workforce.

“Service Area” means the County of Ventura.

“Wellness Center” means an integrated school-based service center funded by a variety of sources and organizations to unify care coordination and service provision through one centralized program and location. The Wellness Center is considered a “one-stop shop” for wrap around services.

“Wellness Peer” means a student enrolled at the specific school for which they will act in the role, whose responsibilities include but are not limited to, referring students to the Wellness Center, promoting the Wellness Center through events and communication plan activities, providing mental health education, to include but not limited to, student, family and community audiences, and participating in Wellness Center workshops and events.

III. SCOPE OF SERVICES

A. Targeted Intervention: Behavioral Health Wellness Programs

1. RSD Responsibilities

a. January 2023 – June 2023

(i) RSD will establish the space used for the Wellness Centers at Rio Vista and Rio del Valle Junior High Schools, perform any needed site improvements (e.g., painting, connectivity), and order supplies and furnishings, including furniture, therapy equipment, laptops and printers, Smart Boards, headphones, office supplies, etc. and a work space that includes a desk, chair, phone, and computer to complete daily work responsibilities.

(ii) RSD Human Resources will develop job descriptions for coordinator and guidance technician, design and print job application and make these resources available online through the RSD’s website, and communicate job opening through announcements on RSD’s website, social media accounts, newsletters, and on Edjoin.org, the nation's top education job board. RSD will also explore cross-posting the coordinator position on job seeker platforms most often used by behavioral health professionals. Human Resources will review applications submitted on an on-going basis and submit the most qualified applicants to hiring director for final review before contacting applicants to schedule interviews.

b. July 2023 - December 2023

(i) RSD staff will promote the Wellness Centers, their services, and benefits to students through a Wellness Center web page that will be established on the RSD, Rio Vista, and Rio del Valle websites, parent and student newsletter articles, social media announcements, morning announcements over the school public address system, and posters around campus. Staff will develop Wellness Center branding with student input and participation to communicate the feeling of a safe sanctuary to help build credibility, make the Wellness Center recognizable, and develop a closer connection with students. Wellness Center promotion will incorporate information about where to access needed services before the Wellness Center opens, which school staff students should contact to assist with accessing services, and the inventory of services that are accessible prior to the opening.

(ii) RSD will train staff to effectively serve targeted students who are experiencing mental health challenges. Initial and ongoing training will focus on the staff members' four core skill development competencies: quality of care, administration, professional development, and support. New staff will complete district-mandated on-boarding training in addition to taking program-specific, evidence-based and trauma-informed practices training to improve their job performance competencies. The Licensed Clinical Social Workers (LCSWs)/Licensed Marriage and Family Therapists (LMFTs) will be trained in mental health screenings, including how to administer the PHQ 2, GAD 3, and SAFE-T screening tools, trauma-informed practices, restorative justice practices, suicide prevention, social-emotional learning/resilience, and cultural and linguistic competency, including at-risk populations of migrant, homeless, foster, and LGBTQ+ students.

(iii) RSD will screen all students in targeted at-risk populations and identify other students who are referred or come into the Wellness Center with mental health challenges. This will occur throughout the school year and will be accomplished through onsite screenings and connections with screenings for at-risk populations. The LCSW/LMFT will provide the initial screenings for mental health, including PHQ-2, GAD-3, SAFE-T, and other primary screenings. Positive screenings will indicate a need for the licensed clinician to intervene with the student. The wellness coordinator will set up a meeting with the student to complete further screening and assessment and determine a need for treatment or linkages for services. Wellness Center staff will establish a student record in the Wellness Center database to keep track of and follow-up with students who require services that were identified through the center.

(iv) The RSD guidance technician will provide administrative support to the coordinator by scheduling student appointments, supervising students utilizing Wellness Center resources, creating flyers and promotional materials for Wellness Center programs, activities, and events, coordinating and setting up for Wellness Center events, completing data entry, answering phones and responding to email inquiries, when appropriate, providing flyers/brochures about community resources, assisting families with linkage to community resources, and other assigned administrative duties as identified.

c. January 2024 - June 2024

(i) RSD will open the Wellness Center upon completion of site setup and after the coordinator and guidance technician have been hired. Activities will begin with a marketing campaign during the first month after opening and will include scheduled tours and presentations for students during lunch and after school, and for families before and after school. Wellness Center staff will disseminate and communicate messaging to reduce stigma and other barriers through school assemblies, lunchtime activities, posters, and other creative methods, such as buttons, stickers, and collectibles (e.g., branded stress balls) that will appeal to the student population.

(ii) RSD will perform focused outreach to targeted at-risk populations throughout the year to increase awareness of services and encourage students to come in for a confidential screening. Targeted at-risk student populations include migrant, foster, homeless, and LGBTQ+ students, and suspended and expelled students. Wellness Center staff will work directly with RSD's Special Populations Coordinators to identify students and families

and to provide invitations or put on population-focused events to encourage at-risk youth to visit the Wellness Center.

d. July 2024 - December 2024

(i) RSD will continue to perform focused outreach to targeted at-risk populations will continue throughout the year to increase awareness of services and encourage students to come in for a confidential screening. Targeted at-risk student populations include migrant, foster, homeless, and LGBTQ+ students, and suspended and expelled students. Wellness Center staff will work directly with RSD's Special Populations Coordinators to identify students and families and to provide invitations or put on population-focused events to encourage at-risk youth to visit the Wellness Center. Wellness Center staff will provide parent workshops about mental health and stress reduction for elementary age children and families, such as healthy use of social media and de-escalation of online conflict.

(ii) In partnership with GCHP, RSD will explore potential reimbursement strategies through the All Payer Fee Schedule and Behavioral Health Provider Network as well as through direct contracting with GCHP. Topics to explore include the nature of contracting, credentialing providers, development of electronic information systems, means of billing and claims submission requirements, as well as the application of Health Insurance Portability and Accountability Act (HIPAA) and Family Educational Rights and Privacy Act (FERPA) regulations

B. Targeted Intervention: Building Stronger Partnerships to Increase Access to Medi-Cal Services

1. RSD Responsibilities

a. January 2023 - June 2023

(i) RSD shall participate in partnership building by attending and providing representation at each SBHIP Advisory Committee monthly meeting and participate in meetings with GCHP and VCOE to share information about participation in and experiences with the LEA-Billing Option Program (BOP) to assist GCHP with understanding current LEA Medi-Cal experiences, including facilitators and barriers to success.

(ii) RSD shall share de-identified aggregate LEA-BOP utilization reports to the extent they are available.

b. July 2023 - December 2023

(i) RSD shall provide insight into current referral practices to deepen understanding of current referral practices, building from Needs Assessment Component 5 and identify top volume of external referrals to provide focus for CIE engagement.

(ii) RSD shall participate in use-case mapping for data sharing.

(iii) RSD shall explore opportunities for participation from GCHP leads in LEA-driven committees.

c. January 2024 - June 2024

(i) RSD shall consider participating in a Steering Committee led by GCHP and VCOE to guide provider contracting work to increase Medi-Cal behavioral health services in schools.

(ii) RSD shall discuss with VCOE and GCHP the opportunity to share technical requirements and engaging leadership, compliance, counsel, and data/information technology (IT) regarding data sharing agreements (DSAs) to increase coordination of health and wellness services for RSD students enrolled in GCHP Medi-Cal and consider establishing a DSA with GCHP for this stated purpose by June 2024.

d. July 2024 – December 2024

(i) In partnership with GCHP, RSD will explore potential reimbursement strategies through the All-Payer Fee Schedule and Behavioral Health Provider Network as well as through direct contracting with GCHP. Topics to explore include the nature of contracting, credentialing providers, development of electronic information systems, means of billing and claims submission requirements, as well as the application of HIPAA and FERPA regulations.

2. GCHP Responsibilities

a. January 2023 - June 2023

(i) GCHP shall provide RSD with information about changing Medi-Cal behavioral health landscape: behavioral health coaches, Medi-Cal billing, CYBHI initiatives and facilitate information gathering about LEA experiences with LEA-BOP Medi-Cal billing and track concerns they experience.

b. July 2023 - December 2023

(i) GCHP shall facilitate a more detailed mapping of current referral practices, building from Needs Assessment Component 5 and facilitate identification of top volume of external referrals to provide focus for CIE planned for 2024.

c. January 2024 - June 2024

(i) GCHP shall work with the Ventura County Community Information Exchange (VCCIE) to plan for onboarding of top referral providers and engage RSD and participating LEAs for onboarding into the CIE to make referrals and check and act on referrals in process.

d. July 2024 - December 2024

(i) GCHP shall continue onboarding providers and LEAs and shall create promotional materials for promotion of participation among new LEAs and providers.

C. Service Objective: Culturally Appropriate and Targeted Populations

1. RSD Responsibilities

a. January 2023 - June 2023

(i) RSD Human Resources will develop job description for community liaison position and post application on the school district's website, social media accounts, newsletters, and on Edjoin.org, the nation's top education job board. RSD can partner with the Mixteco/Indígena Community Organizing Project (MICOP) to inform current and former program participants and leaders within the indigenous community about the job opening.

b. July 2023 - December 2023

(i) Human Resources will review applications submitted on an on-going basis and submit most qualified applicants to hiring director for final review before contacting applicants to schedule interviews. RSD will interview and hire staff best-fit for district needs as well as job roles and responsibilities. New staff will complete district-mandated on-boarding training in addition to taking program-specific, evidence-based and trauma-informed practices training, as well as Triple P training to improve their job performance competencies.

c. January 2024 - June 2024

(i) School staff will be able to refer students and families for community liaison services, and families will also be able to self-refer. Community liaisons may triage referrals received by teachers or school staff to address basic needs or provide linkage to social services or community providers, as clinically indicated. Community liaisons can partner with Wellness Center coordinators to make the Wellness Center more welcoming for indigenous students and families.

d. July 2024 - December 2024

(i) Implementation of prevention activities will occur throughout the school year by the community liaison based on emerging student and family needs. Prevention services for this job domain can include Triple P training for parents and families to promote healthy child development and child-parent relationships.

2. GCHP Responsibilities

a. January 2023 - December 2024

(i) GCHP shall make available the results of the Culturally Appropriate and Targeted Populations Needs Assessment and stakeholder engagement by MICOP completed in 2022.

(ii) GCHP shall provide linkage to and contract with subject matter experts as available and appropriate to facilitate grounding interventions in the local community's context of need and recommendations.

(iii) GCHP shall provide technical assistance to RSD and to school districts as appropriate and necessary.

IV. RSD RESPONSIBILITIES

- A. Liaison. RSD shall designate a liaison and delegate an alternate as the point of contact with GCHP to coordinate SBHIP.
- B. Participation in SBHIP Advisory Committee. Liaison or designee shall attend SBHIP Advisory Committee meetings, no more frequently than monthly. Liaison or designee shall engage stakeholders in identified opportunities to share information with and/or seek input from stakeholders.
- C. Communication and Project Management. RSD shall communicate, escalate and resolve risks, issues, decisions, and action items related to the implementation of targeted interventions. RSD shall participate in working sessions with school districts and with GCHP to ensure the success of TI implementation. RSD shall initiate ad-hoc meetings to resolve issues and risks related to the implementation of the Wellness Programs TI.
- D. Conflict of Interest. Any individual within RSD who may have a conflict of interest with respect to any matter related to the operation of this MOU shall report the conflict of interest to the GCHP Liaison or designee. The individual with a conflict of interest shall refrain from any activities during the operation of the MOU in which such conflicts are a consideration.
1. An individual shall be deemed to have a conflict of interest if there is any potential for personal, professional or financial gain in the operation of the MOU, or any other involvement in the matter which may impair the Member's objectivity during the operation of the MOU.
- E. Reporting and Data Compilation.
1. DHCS-Required Reporting. DHCS requires bi-quarterly progress reports and a final outcome report as measured by meeting the relevant performance measures as set forth in Exhibits A, B, C, and D, to be updated from time to time subject to DHCS approval. GCHP requires RSD to submit reports approximately four (4) weeks prior to GCHP's mandated submission to DHCS, as indicated by the deadline indicated in Chart 1 below. This timeframe allows GCHP time to review, compile, and submit reports to DHCS by the required due dates. Due dates may be amended from time to time in accordance with DHCS requirements. Reporting requirements are also subject to change should GCHP be required to fulfill reporting and program evaluation requirements.

2. Reporting to GCHP. For each Targeted Intervention, GCHP requires a brief monthly progress report and quarterly performance measure data submissions. GCHP shall provide the reporting templates and due dates. Such reporting shall commence no less than thirty (30) days after GCHP provides the monthly progress report templates to RSD.
3. Data Compilation. RSD shall compile and report data from its own systems and participating school districts' systems to support quarterly monitoring, bi-quarterly reporting, and final outcome reporting for the Behavioral Health Wellness Programs TI and the Culturally Appropriate and Targeted Populations TI performance measures as listed in Exhibits A, B, C, and D.
4. Technical Assistance. RSD is expected to report any expected delays or contingencies and request appropriate technical assistance from GCHP should it determine that milestone progress is not in accordance with the established timeframe. RSD shall participate in technical assistance sessions with DHCS in collaboration with GCHP in the event that milestone progress is not in accordance with the established timeframe.

Chart 1

Deliverable	Due Date from RSD to GCHP	Due Date from GCHP to DHCS	Data Elements include but are not limited to the following. Each discrete narrative element is 100 words or less.
Bi-Quarterly Progress Reports	May 30, 2023 November 30, 2023 May 30, 2024	End of June 2023 (<i>date pending</i>) End of December 2023 (<i>date pending</i>) End of June 2024 (<i>date pending</i>)	<ul style="list-style-type: none"> • On track/Not on track indication (Y/N) • Changes in school(s), targeted population(s), and/or engaged partners. • Progress toward bi-quarterly milestones • Any internal and external challenges experienced • Contingency plan for milestones not achieved
Project Outcome Report	November 30, 2024	End of December 2024 (<i>date pending</i>)	<ul style="list-style-type: none"> • Program outcomes including schools where intervention was implemented, approximate number of school-aged children and Medi-Cal beneficiaries impacted by intervention, and final performance measures according to the Project Plan. • Narrative related to: <ul style="list-style-type: none"> ○ Student characteristics impacted by

			<p>intervention</p> <ul style="list-style-type: none"> ○ How intervention increased access to Medi-Cal services and met behavioral health needs of students who are Medi-Cal beneficiaries ○ Challenging components ○ Implementation activities and tasks and alignment to projected timeline; factors impacting adherence to initial timeline ○ Whether allocation was sufficient to successfully implement intervention ○ Unexpected outcomes (positive or negative) of intervention ○ Specific aspects that will or should be refined/adjusted for future use ○ Additional successes achieved as a result of the intervention ○ Any efforts to expand the intervention ○ Whether intervention will be sustained post-SBHIP completion and why/why not ○ Description of whether intervention is a success
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- F. Failure to Submit Reports and/or Nonperformance. If for any reason RSD is unable to submit reports within the established timeframe, GCHP may issue a Corrective Action Plan (CAP). Upon issuance of a CAP, RSD shall have ten (10) business days to produce the required reporting described in Section IV.E.1. Failure or inability to complete milestones and/or related reporting requirements may jeopardize funding and further participation in the SBHIP program.

V. GCHP RESPONSIBILITIES

- A. Liaison. GCHP shall designate a liaison as the point of contact with RSD to coordinate SBHIP.
- B. Communication and Project Management. GCHP shall be responsible for the following communication and project management functions:

1. GCHP shall organize and facilitate Advisory Committee meetings (at most monthly) and working sessions with both RSD and school districts to ensure the success of TI implementation.
 2. GCHP shall initiate ad-hoc meetings to resolve issues and risks related to the implementation of TIs.
 3. For all TIs, GCHP shall compile, analyze, and report to DHCS as required.
- C. Conflict of Interest. Any individual within GCHP who may have a conflict of interest with respect to any matter related to the operation of this MOU shall report the conflict of interest to RSD's liaison. The individual with a conflict of interest shall refrain from any activities during the operation of the MOU in which such conflicts are a consideration.
1. An individual shall be deemed to have a conflict of interest if there is any potential for personal, professional or financial gain in the operation of the MOU, or any other involvement in the matter which may impair the Member's objectivity during the operation of the MOU.
- D. Partnerships. GCHP shall partner with RSD, school districts, and other key organizations and stakeholders to implement all TIs, with the aim of accomplishing three main objectives:
1. Increase the number of successful school-linked referrals for behavioral health services.
 2. Increase care coordination between and among community-based and Medi-Cal and medical and behavioral health providers, school-based behavioral health providers, and GCHP.
- E. Care Coordination. GCHP shall partner with the RSD, school districts, and other key organizations and stakeholders to increase the number of successful school-linked referrals for behavioral health services and increase care coordination between and among providers and GCHP by:
1. Implementing a CIE or other similar solution to facilitate Closed-Loop Referrals, coordinated care planning, and continuity of care.
 2. Developing DSAs among schools, providers, GCHP, and partners as needed for care coordination and reimbursement.
 3. Leveraging GCHP's partnerships with LEAs to increase readiness for the anticipated school-linked behavioral health services reimbursement model.
- F. Behavioral Health Services Reimbursement Model. GCHP shall leverage partnerships with LEAs to increase readiness for the school-linked behavioral health services reimbursement model. GCHP shall solidify and sustain the

partnerships to transition effectively to a statewide all-payer fee schedule for school-linked behavioral health services as set forth by DHCS.

VI. GENERAL PROVISIONS

A. Term and Termination.

1. This MOU is effective as of January 1, 2023 and may be renewed by ninety (90) days advance written notice by GCHP, unless terminated in writing by either Party in accordance with the provisions of this MOU.
2. RSD acknowledges that this MOU, and any subsequent amendment to this MOU, shall become effective only upon the written approval by DHCS, if such approval is required. GCHP and RSD mutually agree that if DHCS mandates revisions to this MOU, such mandated revisions shall be incorporated into this MOU as of the later of (i) the date of RSD's receipt of such DHCS mandatory revisions from GCHP, or (ii) such effective date as may be required by DHCS.
3. This MOU may be terminated without cause and for convenience by either Party upon at least ninety (90) days written notice to the other Party.
4. In the event of a breach of any material provision of this MOU, the Party claiming the breach will give the other Party written notice of termination setting forth the facts underlying its claim(s) that the other Party has breached the MOU. The Party receiving the notice of termination shall have thirty (30) days from the date of receipt of such notice to remedy or cure the claimed breach to the satisfaction of the other Party. During this thirty (30) day period, the Parties agree to meet as reasonably necessary and to confer in good faith in an attempt to resolve the claimed breach. If the Party receiving the notice of termination has not remedied or cured the breach within such thirty (30) day period, the Party who provided the notice of termination shall have the right to immediately terminate this MOU.
5. Upon termination or expiration of this MOU, no Party shall have any further obligations hereunder. Payments under this MOU shall cease, except for (i) any payment obligations accrued prior to the date of termination and (ii) obligations, promises, or covenants contained herein which are expressly made to extend beyond the term of this MOU. The obligations set forth in this MOU with regard to SBHIP, Section VI.K, below, with offsets, and Section VI.I, below, with regard to audits, shall survive termination of this MOU.

B. Payment.

1. SBHIP incentive funding is earned according to the schedule below. Payment to RSD is contingent upon receipt of incentive funding from

DHCS and considered unearned until completion and approval of the project outcome. Payment shall be sent to RSD per the following requirements within thirty (30) days of receipt from the DHCS. GCHP may, at its sole discretion, prepay the upfront Intervention payment before receipt of funding from the DHCS.

Requirement	Expected Payment Date from the DHCS	Amount	Notes
Approved Project Plan(s) (Milestone One) • December 2022	April 2023	\$292,864	A percentage of upfront funding for the project plan is considered unearned funds until completion and approval of the project outcome.
Submission and approval of Bi-quarterly Progress Reports	October 2023	\$73,216	
	April 2024	\$73,216	
	October 2024	\$73,216	
Project Outcome Report (Milestone Two)	April 2025	\$73,216	

- C. Quality Assurance and Monitoring. Parties shall review protocols and outcomes through submission of the RSD’s monthly status reports, quarterly data collection, and monthly working sessions. Each Party shall contact the other Party’s liaison as needed to monitor the MOU for needed updates or renegotiation.
- D. Oversight. GCHP may utilize a corrective action plan, or other mutually agreed upon or DHCS-required mechanism, to facilitate RSD’s compliance with the terms of this MOU.
- E. Exchange of Information. GCHP and RSD will collaborate to determine program evaluation, milestone, and performance measure reporting, including data elements, definitions, and sources. GCHP will make all efforts possible to leverage existing data collection systems and processes to avoid additional data collection burden on RSD whenever possible. RSD will submit data as requested by GCHP to ensure adequate tracking of services and milestone completion. With assistance from VCOE, RSD will adapt their information systems to collect required data for reporting and program evaluation as requested whenever possible, in accordance with applicable State and federal law. When such requests cannot be fulfilled, RSD will inform GCHP of its limitations and make

recommendations on alternate means of tracking requested information. Funding is in jeopardy if data are not reported to GCHP.

1. GCHP and RSD will discuss what data elements would facilitate better care coordination for students with Medi-Cal in accordance with the CYBHI's intent to strengthen partnerships between healthcare and educational systems. Pursuant to the State's direction in this regard, the entities may develop and execute a DSA in the future for SBHIP.

F. Confidentiality. The Parties shall adhere to all applicable federal, State and/or local laws and regulations relating to confidentiality, privacy, or security with respect to confidential information shared in the provision of services under this MOU. Parties shall protect all information, records, data, and data elements collected and maintained for the operation of this MOU and pertaining to individual Members. Parties may release records and information in accordance with applicable law.

G. Compliance.

1. The Parties shall comply with all applicable federal, State and local laws respecting the conduct of their respective businesses and professions. In addition, the Parties shall remain in compliance with all applicable State and federal laws and regulations designed to prevent or ameliorate fraud, waste, and abuse including, but not limited to, applicable provisions of the federal and State civil and criminal law, the program integrity requirements of 42 C.F.R. Section 438.608, the Federal False Claims Act (31 U.S.C. § 3729 et seq.), Employee Education About False Claims Recovery (42 U.S.C. § 1396a(a)(68)), the California State False Claims Act (Cal. Gov't Code § 12650 et seq.), and the anti-kickback statute (Social Security Act § 1128B(b)).
2. Nothing in this MOU is intended or shall be construed to require either Party to violate the state or federal laws described in this Section, and this MOU shall not be interpreted to: (i) require RSD to make referrals to GCHP, be in a position to make or influence referrals to GCHP, or otherwise generate business for GCHP; or (ii) provide for payments in excess of the fair market value or comparable compensation paid to RSD for similar services in comparable locations and circumstances.

H. Policies and Procedures. RSD agrees to comply with all GCHP policies and procedures, as may be modified from time to time by GCHP in its sole discretion. In the event such GCHP policies and procedures are inconsistent with the terms of this MOU, the terms of this MOU shall prevail.

I. Records, Audits, and Inspections. RSD agrees that GCHP or its authorized representative may review, audit, and duplicate data and other information maintained by RSD that may be relevant to this MOU, including but not limited

to medical records or other records relating to the Activities, to the extent permitted by law. GCHP and its auditors shall have access (which includes inspection, examination and copying) at reasonable times upon notice to review books, records and papers of RSD, at RSD's or such other mutually agreeable location in Ventura County and shall be subject to all applicable laws and regulations concerning the confidentiality of such data or records. RSD shall maintain such records for at least ten (10) years from the termination of this MOU, and such obligations shall not be terminated upon a termination of this MOU, whether by rescission or otherwise. GCHP maintains the right to audit such records to determine the appropriateness of payments made for six (6) years after payment. GCHP's audit policy is described in the GCHP Operations Manual. Further and specifically, GCHP may audit RSD's compliance with the terms of this MOU.

- J. Dispute Resolution. Should a dispute arise, the Parties shall first attempt to resolve the dispute informally through meetings between the Parties' liaisons. If the Parties are unable to resolve the dispute informally, they may proceed to the formal dispute process in Section J.1. below.
1. Government Claims Act. For disputes unresolved by the above process, GCHP and RSD agree to meet and confer in good faith to resolve any disputes that may arise under or in connection with this MOU. In all events and subject to the provisions of this Section which follow, GCHP and RSD shall comply with the provisions of the Government Claims Act (Government Code Section 900 et. seq.) with respect to any dispute or controversy arising out of or in any way relating to this MOU or the subject matter of this MOU (whether sounding in contract or tort, and whether or not involving equitable or extraordinary relief) (a "Dispute").
 2. Judicial Reference. At the election of either Party to this MOU (which election shall be binding upon the other Party), a Dispute shall be heard and decided by a referee appointed pursuant to California Code of Civil Procedure Section 638 (or any successor provision thereto, if applicable), who shall hear and determine any and all of the issues in any such action or proceeding, whether of fact or law, and report a statement of decision, subject to judicial review and enforcement as provided by California law, and in accordance with Chapter 6 (References and Trials by Referees), of Title 8 of Part 2 of the California Code of Civil Procedure, or any successor chapter. The referee shall be a retired judge of the California superior or appellate courts determined by agreement between the Parties, provided that in the absence of such agreement either Party may bring a motion pursuant to the said Section 638 for appointment of a referee before the appropriate judge of the Ventura Superior Court. The Parties acknowledge that they forego any right to trial by jury in any judicial reference proceeding. Any counterpart or copy of this MOU, filed with such court upon such motion, shall conclusively establish the agreement of the Parties to such appointment. The Parties agree that the only proper

venue for the submission of claims to judicial reference shall be the courts of general jurisdiction of the State of California located in Ventura County. The Parties reserve the right to contest the referee's decision and to appeal from any award or order of any court. The designated non-prevailing Party in any Dispute shall be required to fully compensate the referee for his or her services hereunder at the referee's then respective prevailing rates of compensation.

3. Time Limitation. Notwithstanding anything to the contrary contained in this MOU, any suit, judicial reference or other legal proceeding must be initiated within one (1) year after the date the Dispute arose or such Dispute shall be deemed waived and forever barred; provided that, if a shorter time period is prescribed under the Government Claims Act (Government Code Section 900 et. seq.), then, the shorter time period (if any) prescribed under the Government Claims Act shall apply.
 4. Venue. Unless otherwise specified in this Section, all actions and proceedings arising in connection with this MOU shall be tried and litigated exclusively in the state or federal (if permitted by law and a party elects to file an action in federal court) courts located in the County of Ventura, State of California.
- K. Offset. In the event that GCHP determines that RSD has been overpaid, or that funds were paid which were not provided for under this MOU, RSD shall make repayment to GCHP within thirty (30) working days of written notification by GCHP of the overpayment, duplicate payment, or other excess payment ("Overpayment"). In addition to any other contractual or legal remedy, GCHP may recover the amounts owed by way of offset or recoupment from current or future amounts due RSD by giving RSD not less than thirty (30) working days' notice in which to exercise RSD's dispute resolution rights under this MOU. If RSD fails to make repayments or dispute the amount due within thirty (30) working days of such notice by GCHP, GCHP shall offset such amounts against payments to RSD. As a material condition to GCHP's obligations under this MOU, RSD agrees that the offset and recoupment rights set forth herein shall be deemed to be and to constitute rights of offset and recoupment authorized in state and federal law or in equity to the maximum extent legally permissible, and that such rights shall not be subject to any requirement of prior or other approval from any court or other governmental authority that may now or hereafter have jurisdiction over GCHP and/or RSD.
- L. Notices. All notices required or permitted to be given by this MOU shall be in writing and may be delivered personally, by certified or registered U.S. Postal Service mail, return receipt requested, postage prepaid, or by U.S. Postal Service Express mail, Federal Express or other overnight courier that guarantees next day delivery, and shall be delivered or mailed to the Parties at the addresses set forth beneath their respective names on the signature page of this MOU. Each Party may change its address by giving notice as provided in this Section. Notices given

by certified or registered mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark date. Notices delivered by U.S. Postal Service Express mail, Federal Express or overnight courier that guarantees next day delivery shall be deemed given twenty-four (24) hours after delivery of the notice to the U.S. Postal Service, Federal Express or overnight courier.

- M. Liability and Indemnity. RSD and GCHP shall not be liable to third parties for any act or omission of the other Party. Each Party shall be solely liable for negligent or wrongful acts or omissions of its own officers, agents, and employees occurring in the performance of this MOU. If either RSD or GCHP becomes liable for damages caused by its officers, agents or employees, it shall pay such damages without contribution by the other and hold harmless the other from all costs and expenses resulting from any attorney fees and court costs, claims, losses, damages, and liabilities.
- N. Cultural and Linguistic Services. The Parties shall ensure to the extent possible that services and programs encompassed in this MOU meet the ethnic, cultural, and linguistic needs of Members on a continuous basis.
- O. Amendment. This MOU may be amended at any time upon written agreement of the Parties. No obligation under this MOU or an attachment hereto shall be waived by any Party except by an instrument in writing in the form of an Amendment.
- P. Entire Agreement. This written MOU and any amendments shall constitute the entire agreement between the Parties. No oral representations shall be binding on either Party unless such representations are reduced to writing and made an amendment to this MOU.
- Q. Governing Law. The laws of the State of California, the laws of the United States of America, and the contractual obligations of GCHP will govern the validity, construction, interpretation and enforcement of this MOU. Any provision required to be in this MOU by law, regulation, or the Medi-Cal managed care agreement between GCHP and DHCS will bind GCHP and RSD whether or not provided in this MOU.

7.2



Agenda Item Details

Meeting	Mar 29, 2023 - Rio School District Special Board Meeting
Category	7. Information/Action
Subject	7.2 Approval of the Facilities Master Planning Prioritization Plan
Access	Public
Type	Action
Recommended Action	Staff recommends approval.

Public Content

Speaker: John Pugisi, Ph.D., Superintendent

Rationale:

Staff will present information and engage the Governing Board in a discussion regarding a Master Planning/Facilities prioritie list.

Administrative Content

Executive Content