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# Board Cover Memorandum

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Sondra Aguilera, Chief Academic Officer

**Meeting Date** April 26, 2023

**Subject** Services Agreement – School Bases Mental Health Provider, Lincoln Families – Oakland Unified School District

**Ask of the Board** Approval by the Board of Education of a Services Agreement by and between the District and School Based Mental Health Provider, Lincoln Families, Oakland, CA, for the latter to provide school based Early and Periodic Screening Diagnosis and Treatment (EPSDT) mental health services to Medi-Cal beneficiaries primarily through ACBHCS funding. Lincoln will provide staff for these services in accordance with the FTE set forth for schools listed in Exhibit A, for the period of August 8, 2022 through June 30, 2023, in an amount not to exceed \$74,000.00.

**Background** EPSDT is a federal and state Medicaid health care program. In 1997, Alameda County Behavioral Health Care Services (ACBH) began to expand these services to schools within Alameda County. In order to meet this need, BHCS has contracted with many community based organizations to expand mental health services for children and youth who qualify for EPSDT. EPSDT eligibility requires that a client have full-scope Alameda County Medi-Cal coverage, be under the age of 21, and meet Medical Necessity by having a qualifying mental health diagnosis. Under health care reform, mental health services are to be included as an essential health benefit. Medi-Cal beneficiaries that meet medical necessity criteria with moderate-severe impairment will be referred to Alameda County Behavioral Health (ACBH) contractors for Specialty Mental Health Services.

ACBH is part of a larger Managed Health Care plan that provides health care services to youth and their families who meet service criteria. One of the ways to provide these services and make them accessible to families is to provide support in schools. EPSDT Services are limited to services that are covered in the Medi-Cal insurance plan thus limiting the amount of supports not covered in the insurance plan.

**Discussion** Lincoln Families will provide qualified mental health staff to support the school based mental health services at school sites listed in Exhibit A.

**Fiscal Impact** Participating school sites will provide staff FTE for mental health services for students, as listed in Exhibit A, for a cumulative total amount not to exceed \$74,000.00.

**Attachment(s)**

- Services Agreement
- Exhibit A

**Services Agreement**  
**Between**  
**School Based Mental Health Provider Lincoln And**  
**Oakland Unified School District**

This Services Agreement, dated August 8, 2022 for the purpose of reference, is made and entered into by and between the School Based Mental Health Provider, Lincoln Families HOPE program and the Oakland School Unified District, referred to collectively as the “Parties.” The parties agree:

**1. PURPOSE & OVERVIEW OF SERVICES**

This Agreement articulates and clarifies the roles, responsibilities and expectations of each Party in their support of Lincoln’s HOPE program who will provide school based Early and Periodic Screening Diagnosis and Treatment (EPSDT) mental health services to Medi-Cal beneficiaries primarily through ACBHCS funding. Lincoln will provide staff for these services in accordance with the FTE set forth in Exhibit A. Exhibit A contains a chart for schools receiving services, FTE by school and funds contributed by the District where applicable.

**2. TERM**

This Agreement shall be valid from August 8, 2022 to June 30, 2023 and may be renewed each year upon written agreement. The Agreement may be terminated with or without cause by either Party with 30 days’ notice; all invoices for services actually provided up to the termination date shall be paid in full.

**3. BACKGROUND**

EPSDT is a federal and state Medicaid health care program. In 1997, Alameda County Behavioral Health Care Services (ACBH) began to expand these services to schools within Alameda County. In order to meet this need, BHCS has contracted with many community based organizations to expand mental health services for children and youth who qualify for EPSDT. EPSDT eligibility requires that a client have full-scope Alameda County Medi-Cal coverage, be under the age of 21, and meet Medical Necessity by having a qualifying mental health diagnosis. Under health care reform, mental health services are to be included as an essential health benefit. Medi-Cal beneficiaries that meet medical necessity criteria with moderate-severe impairment will be referred to Alameda County Behavioral Health (ACBH) contractors for Specialty Mental Health Services.

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the Medi-Cal insurance plan thus limiting the amount of supports not covered in the insurance plan.

#### **4. RESPONSIBILITIES**

##### **A. School District Agrees To:**

1. Provide dedicated and confidential clinical space that meets the Medi-Cal guidelines in which the mental health clinician(s) and/or Intervention Specialist can see students and families. Provider shall not share clinical space with other staff persons during the times they are consulting with students and families.
2. This space shall not be a cubicle or a location in the common area (i.e. Multipurpose Room).
3. Provide access to at least one dedicated confidential space to be used to be used for group services, family meetings, and other psycho-educational group activities.
4. Have a dedicated on-site school administrator and/or designee who can be the point of contact for the school based mental health provider.
5. Have monthly meetings with the school based mental health provider to discuss school based services. Teacher and other faculty and staff may be involved in these meetings.
6. Assist in the identification and referral of students who may be displaying behaviors that may be related to mental health challenges.
7. Actively participate in and refer students of concern to the Coordination of Service Team (COST) to be triaged and referred to appropriate support services.
8. Ensure that school faculty and staff are informed about the mental health referral process for school based services and encourage faculty and staff to partner with the school based mental health provider to support the students and their families.
9. As needed, integrate provider into staff meetings, staff development trainings, IEP process/student assistance team as needed.
10. Encourage parental involvement in the mental health assessment and treatment process.

##### **B. School Based Mental Health Provider agrees to do the following:**

1. Provide qualified mental health staff to support the school based mental health services.

2. Screen any child referred for mental health supports for EPSDT/Medi-Cal service eligibility.
3. Accept referrals from school into services when appropriate and consistent with EPSDT eligibility criteria, and refer out if service and/or eligibility criteria is not met.
4. Strictly adhere to all Mandate Reporting Guidelines as outlined in the Child Abuse and Neglect Reporting Act, sections 11164-11174.3 of the California Penal Code.
5. Maintain the confidentiality of client/student information received in accordance with the Health Insurance Portability and Accountability Act (HIPAA) Guidelines and signed release of information
6. Communicate with school administration and/or designee of any immediate safety concerns resulting in a student being referred for a 5150 and or Child Abuse Reporting. This notification does not preclude the Provider from making the appropriate safety calls for assessment and/or reporting.
7. Meet monthly with school site and/or district level administration regarding the effectiveness of the school based mental health services.
8. Provider will participate in ACBH outcome measure collection and will share unique outcome measures that they collect with ACBH.

**C. School Based Mental Health Provider Staffing**

1. Employees providing mental health services will meet specific qualifications for the services provided. Additionally, clinicians will provide services only in areas in which they are licensed or registered.
2. Mental Health staff do not provide educational instruction; however, they address emotional and behavior issues that may interfere with academic performance.
3. Provider will supply a Program Director and a Clinical Director who will oversee the program and provide administrative and clinical supervision to the on-site Mental Health Staff.

**D. Building and Grounds**

1. The District is responsible for the facility and provides maintenance for the facility/classrooms, which is overseen by the respective site Principals.
2. Office furniture and group room furniture will be supplied by the District. Service Provider will supply any additional clinical furnishings, supplies and/or tools deemed necessary to provider services.

3. Phone lines will be supplied by the District.
4. The clinician's offices will need Internet and/or Wireless capability and access.
5. Provider will supply the clinical staff with computer, cell phone and locking file cabinet.

**E. Both Parties Agree To:**

1. Problems identified by either the educational or mental health staff will be addressed promptly and resolved in a timely manner. Problem resolution procedures will include the immediate team resolving concerns as they arrive. If a resolution cannot be reached, any member of the team can request a meeting with the Administrative Team. (site principal, ACBH representatives, District Program Manager, Provider Program or Clinical Director)

**5. MISCELLANEOUS**

**A. Status:**

1. This is not an employment contract. Lincoln, in the performance of this Agreement, shall be and act as an independent contractor. Lincoln understands and agrees that it and any and all of its employees shall not be considered employees of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Lincoln shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Lincoln's employees.
2. Lincoln verifies all of the following:
  - (i) Lincoln is free from the control and direction of OUSD in connection with the performance of the work;
  - (ii) Lincoln is providing services directly to OUSD rather than to customers of OUSD;
  - (iii) the contract between OUSD and Lincoln is in writing;
  - (iv) Lincoln has the required business license or business tax registration, if the work is performed in a jurisdiction that requires Lincoln to have a business license or business tax registration;
  - (v) Lincoln maintains a business location that is separate from the business or work location of OUSD;
  - (vi) Lincoln is customarily engaged in an independently established business of the same nature as that involved in the work performed;
  - (vii) Lincoln actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
  - (viii) Lincoln advertises and holds itself out to the public as available to provide the same or similar services;

- (ix) Lincoln provides its own tools, vehicles, and equipment to perform the services;
- (x) Lincoln can negotiate its own rates;
- (xi) Lincoln can set its own hours and location of work; and
- (xii) Lincoln is not performing the type of work for which a license from the Contractor's State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.

**B. Insurance:**

1. Commercial General Liability Insurance. Lincoln shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this Agreement (and within 15 days of each new policy year thereafter during the term of this Agreement). Evidence of insurance shall be attached to this Agreement or otherwise provided to OUSD upon request. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against Lincoln. The policy shall protect Lincoln and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
2. Workers' Compensation Insurance. Lincoln shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease.

**C. Testing and Screening:**

1. Tuberculosis Screening. Lincoln is required to screen employees who will be working at OUSD sites for more than six hours. Lincoln agents who work with students must submit to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors are identified, Lincoln agents must submit to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, Lincoln shall obtain an x-ray of the lungs. Lincoln, at its discretion, may choose to submit the agent to the examination instead of the risk assessment.
2. Fingerprinting/Criminal Background Investigation. For all Lincoln employees, subcontractors, volunteers, and agents providing the Services, Lincoln shall ensure completion of fingerprinting and criminal background investigation, and shall request and regularly review subsequent arrest records. Lincoln confirms that no employee, subcontractor, volunteer, or agent providing the Services has been convicted of a

felony, as that term is defined in Education Code section 45122.1. Lincoln shall provide the results of the investigations and subsequent arrest notifications to OUSD. Lincoln shall use either California Department of Justice or Be A Mentor, Inc. (<http://beamentor.org/OUSDPartner>) finger-printing and subsequent arrest notification services.

Lincoln agrees to immediately remove or cause the removal of any employee, representative, agent, or person under Lincoln's control person from OUSD property upon receiving notice from OUSD of such desire. OUSD is not required to provide Lincoln with a basis or explanation for the removal request.

**D. Coronavirus/COVID-19:**

1. Through its execution of this Agreement, Lincoln declares that it is able to meet its obligations and perform the Services required pursuant to this Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order ("Orders") issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.
2. Lincoln agrees to notify OUSD within twelve (12) hours if Lincoln or any employee, subcontractor, agent, or representative of Lincoln who has been present on OUSD campuses tests positive for COVID-19.
3. Lincoln agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD employees to Lincoln or any employee, subcontractor, agent, or representative of Lincoln and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements
4. Lincoln shall bear all costs of compliance with this Paragraph, including but not limited to those imposed by this Agreement.
5. Lincoln shall use either California Department of Justice or Be A Mentor, Inc. (<http://beamentor.org/OUSDPartner>) finger-printing and subsequent arrest notification services.
6. Lincoln agrees to immediately remove or cause the removal of any employee, representative, agent, or person under Lincoln's control person from OUSD property upon receiving notice from OUSD of such desire. OUSD is not required to provide Lincoln with a basis or explanation for the removal request.

**E. Incident/Accident/Mandated Reporting:**

1. Lincoln shall notify OUSD via email within twelve (12) hours of learning of any significant accident or incident in connection with the provision of Services. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. Lincoln shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. Lincoln shall bear all costs of compliance with this Paragraph.



2. To the extent that an employee, subcontractor, agent, or representative of Lincoln is included on the list of mandated reporters found in Penal Code section 11165.7, Lincoln agrees to inform the individual, in writing that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

**F. Indemnification:**

1. To the furthest extent permitted by California law, Lincoln shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (“OUSD Indemnified Parties”) from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of Lincoln’s performance of this Agreement. Lincoln also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier, Lincoln, or subcontractor furnishing work, services, or materials to Lincoln arising out of the performance of this Agreement. Lincoln shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at Lincoln’s own expense, including attorneys’ fees and costs, and OUSD shall have the right to accept or reject any legal representation that Lincoln proposes to defend OUSD Indemnified Parties

2. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless Lincoln, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (“Lincoln Indemnified Parties”) from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD’s performance of this Agreement. OUSD shall, to the fullest extent permitted by California law, defend Lincoln Indemnified Parties at OUSD’s own expense, including attorneys’ fees and costs.

By signing this Agreement, both parties agree to all of the abovementioned items outlined in this document.

Allison S. Becwar, President & CEO

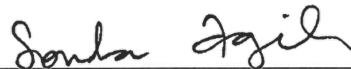
**Lincoln Representative Name & Title**



**Lincoln Signature**

Sondra Aguilera, Chief Academic Officer

**Name of OUSD Representative & Title**



3/28/2023

**OUSD Signature**



Mike Hutchinson, President  
Board of Education 4/26/2023



Kyla Johnson Trammell, Secretary  
Board of Education 4/26/2023

Approved as to form by OUSD Attorney Carrie Rasmussen on 3/27/23



## EXHIBIT A

School	FTE	Cost of Services	Funding Description
Allendale Elementary School	4 FTE	\$10,000	Mental health services for students who are not Medi-Cal eligible
Esperanza Community School	2 FTE	\$22,000	Mental health services for students who are not Medi-Cal eligible and for Tier 2 Expressive Arts groups
Fruitvale Elementary School	2 FTE	\$5,000	Mental health services for students who are not Medi-Cal eligible
Grass Valley Elementary School	2 FTE	\$10,000	Mental health services for students who are not Medi-Cal eligible
Korematsu Discovery Academy	2 FTE	\$10,000	Mental health services for students who are not Medi-Cal eligible
La Escuelita Elementary School	1 FTE	\$5,000	Mental health services for students who are not Medi-Cal eligible
Laurel Elementary School	2 FTE	0	N/A
MetWest High School	1 FTE	0	
Highland Community	4 FTE	\$10,000	Mental health services for students who are not Medi-Cal eligible

OAK Elementary School	2 FTE	0	N/A
Oakland High School	1.5 FTE	0	N/A
Oakland Technical High School	2.5 FTE	0	N/A
Sankofa Elementary School	2 FTE	\$12,000	Tier 2 Expressive Arts groups
Skyline High School	2 FTE	0	N/A
Total Not-To-Exceed Amount of Contract		\$74,000	