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Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer
Andrea Bustamante, Executive Director, Community Schools Student Services

Meeting Date June 25, 2025

Subject Student Behavioral Health Incentive Program Payment Agreement - Kaiser Foundation Health Plan Inc – Community Schools and Student Services Department

Ask of the Board Ratification by the Board of Education of a Student Behavioral Health Incentive Program (SBHIP) Payment Agreement by and between the District and Kaiser Foundation Health Plan, Inc., Oakland, CA, for the latter to support Local Education Agency by funding behavioral health interventions in schools, based on their needs, in accordance with the goals of the SBHIP, as designated, to implement the following SBHIP Targeted Interventions and intervention timelines for the following four target interventions: 1. Expand Behavioral Health Wellness Programs and Services 2. Expand Behavioral Health Workforce 3. Culturally Appropriate and Target Populations 4. Build Stronger Partnerships to Increase Access to Medi-Cal Services, as stated in the Scope of Work, incorporated herein by reference as though fully set forth, via the Community Schools and Student Services Department, for the period of January 1, 2024 through June 30, 2025, in an amount not to exceed \$83,117.62.

Background As part of California’s Child and Youth Behavioral Health Initiative, Kaiser Permanent received funds for select school districts to implement specific strategies. OUSD is receiving funds from Kaiser Permanente to implement strategies that will increase access to behavioral health programs and services.

Discussion OUSD will implement the Student Behavioral Health Incentive Program (SBHIP) under this Kaiser Foundation Health Plan, Inc. Agreement. OUSD will implement SBHIP project defined by Kaiser Permanente to focus on expanding access to behavioral health programs and services for OUSD students.

Fiscal Impact OUSD will receive \$83,117.62 for implementation of activities.

Attachment(s)

- Student Behavioral Health Incentive Program (SBHIP) Payment Agreement

STUDENT BEHAVIORAL HEALTH INCENTIVE PROGRAM (SBHIP) PAYMENT AGREEMENT

This Student Behavioral Health Incentive Program (“SBHIP”) Payment Agreement (this “Agreement”) is entered into between Kaiser Foundation Health Plan, Inc., a California nonprofit, public benefit corporation (“Kaiser Permanente”) and Oakland Unified School District (“SBHIP Payment Grantee”), effective 01/01/2024 (“Effective Date”) up to and through June 30, 2025.

BACKGROUND

SBHIP is a program intended to address behavioral health access barriers for Medi-Cal students through targeted interventions that increase access to preventive, early intervention, and behavioral health services by school-affiliated behavioral health providers, as described in more detail in the information provided by DHCS at:

<https://www.dhcs.ca.gov/services/Pages/studentbehavioralheathincentiveprogram.aspx>

(including, without limitation, the SBHIP Overview and Requirements document at <https://www.dhcs.ca.gov/services/Documents/DirectedPymts/SBHIP-Overview-and-Requirements-01012022-12312024.pdf>), as well as any other rules, directives, or guidance issued by DHCS regarding the SBHIP (collectively, the “SBHIP Terms and Conditions”).

Kaiser Permanente, as a Medi-Cal managed care plan, worked with Local Education Agencies or “LEAs” (as defined in the SBHIP Terms and Conditions) on completing a needs assessment and targeted intervention project plan designed to further the purpose of the SBHIP, and then implementing those targeted interventions.

Kaiser Permanente received incentive funding from the California Department of Health Care Services (“DHCS”) upon completion of certain SBHIP milestones.

Kaiser Permanente provided a grant to SBHIP Payment Grantee (the “SBHIP Payment”), and SBHIP Payment Grantee agreed to accept the SBHIP Payment, in accordance with the terms of this Agreement, solely to further the purposes of the SBHIP in the LEA served by the SBHIP Payment Grantee.

PURPOSE OF SBHIP PAYMENT

The SBHIP Payment must be used only to fund the stated purpose of the SBHIP. In addition to the specific terms listed below for the SBHIP Payment, the award of the SBHIP Payment is contingent upon the SBHIP Payment Grantee’s compliance with the following terms and conditions along with the conditions set forth in the attached exhibits.

SBHIP Payment Grantee:	Oakland Unified School District
SBHIP Payment Grantee Contact Person:	Andea Bustamante, Executive Directive Community Schools, andrea.bustamante@ousd.org , 510-468-8012

SBHIP Payment Grantee Mailing Address:	1011 Union Street, Site 946, Oakland, CA 94607
Kaiser Permanente Program Officer:	Alexandra Mays, Program Lead – Student Behavioral Health, alexandra.s.mays@kp.org , 510-529-5709
SBHIP Payment Purpose:	To support Local Education Agency by funding behavioral health interventions in schools, based on their needs, in accordance with the goals of the SBHIP.
SBHIP Payment Objectives:	See Exhibit A for Payment Objectives
SBHIP Payment Period:	See Exhibit B for Payment Schedule
Payment Schedule:	See Exhibit B for Payment Schedule

I. SBHIP PAYMENT TERMS & CONDITIONS

- A. Use of SBHIP Payment Funds.** SBHIP Payment Grantee agreed to use the SBHIP Payment funds solely for the specified purpose of furthering the SBHIP in accordance with the terms of this Agreement and the SBHIP Terms and Conditions. SBHIP Payment funds may not be expended, loaned, pledged or transferred for reasons other than carrying out the Payment Objectives in Exhibit A without Kaiser Permanente's prior written approval. SBHIP Payment Grantee did not expend any SBHIP Payment funds for any purpose that is not charitable or educational, for any political or lobbying activity, or for any purpose other than one specified in Section 170(c)(2)(b) of the Internal Revenue Code. SBHIP Payment Grantee understood that SBHIP Payment funds were contingent upon meeting the Payment Objectives in Exhibit A and remained in compliance with the terms of this Agreement and the SBHIP Terms and Conditions.
- B. SBHIP Payment Grantee Performance Standards.** SBHIP Payment Grantee adhered to the requirements and due dates set forth in the Payment Objectives in Exhibit A and kept Kaiser Permanente apprised of any changes that would adversely impact SBHIP Payment Grantee's performance and timeline. SBHIP Payment Grantee agreed to work in good faith with Kaiser Permanente to develop all program deliverables set forth in this Agreement and the SBHIP Terms and Conditions including, but not limited to, needs assessments, project plans, and bi-quarterly reports.
- C. Public Access.** SBHIP Payment Grantee agreed to deliver to Kaiser Permanente copies of any and all work product, results, reports, publications, data and other materials created or developed through the project (collectively, "project work product"), in a format of Kaiser Permanente's preference. SBHIP Payment Grantee hereby agreed to provide Kaiser Permanente a royalty free, non-exclusive, non-sublicensable license during and after the Term of this Agreement to use project work product in furtherance of Kaiser Permanente's activities as a Medi-Cal managed care plan. Further, SBHIP Payment Grantee agreed to deliver to Kaiser Permanente a copy of any third-party reports, articles or other publications regarding the project funded by the SBHIP Payment that are available to the public and, upon request, provide reasonable assistance to Kaiser Permanente to obtain rights to reproduce and distribute such publications.

- D. Non-discrimination.** SBHIP Payment Grantee agrees that, in carrying out the objectives supported by this SBHIP Payment, it did not unlawfully discriminate in its employment practices, volunteer opportunities, or the delivery of programs or services, on the basis of race, color, religion, gender, gender identity/expression, national origin, ancestry, age, medical condition, disability, veteran status, marital status, sexual orientation, or any other characteristic protected by law.
- E. Government Agency Status.** SBHIP Payment Grantee represented that it was and shall remain during the period funded, a local, state or federal government agency eligible to receive charitable contributions. SBHIP Payment Grantee agreed to notify Kaiser Permanente immediately of any changes in its government agency status during the term of the SBHIP Payment.
- F. Change in SBHIP Payment Grantee Operations.** SBHIP Payment Grantee agreed to advise Kaiser Permanente, within three (3) business days of the occurrence, or actual knowledge of the imminent occurrence, of any of the following changes in SBHIP Payment Grantee's status.
 - 1. There was not a change to SBHIP Payment Grantee's financial or other condition sufficient, in Kaiser Permanente's sole discretion, to endanger SBHIP Payment Grantee's ability to continue to perform its obligations under this Agreement, including, without limitation, any revocation, modification or change otherwise to its government agency status;
 - 2. There was not a change to SBHIP Payment Grantee's organizational mission that, in Kaiser Permanente's sole discretion, substantially reduces the relevance of any SBHIP Payment objectives to that mission or SBHIP Payment;
 - 3. SBHIP Payment Grantee did retain the services of personnel adequate to enable SBHIP Payment Grantee to continue to perform its obligations under this Agreement;
 - 4. SBHIP Payment Grantee's maintained its inability to expend SBHIP Payment funds in accordance with the terms of this Agreement or the SBHIP Terms and Conditions, or;
 - 5. Any development that significantly and adversely affects the operation of SBHIP Payment Grantee or its ability to continue to support the SBHIP.
- G. Conflict of Interest.** SBHIP Payment Grantee, in connection with the SBHIP Payment submission process, disclosed to Kaiser Permanente a comprehensive list of SBHIP Payment Grantee's Directors, Officers and/or individuals on its governing body and an assessment of their affiliations, if any, to Kaiser Permanente or any of the Permanente Medical Groups and their subsidiaries, for the purpose of identifying and eliminating any possible conflicts of interest. Each of SBHIP Payment Grantee and Kaiser Permanente agreed to promptly disclose any changes to the list of Directors, Officers or individuals on its governing body and their affiliations that may generate a potential conflict of interest during the term of this Agreement.
- H. Future Funding.** SBHIP Payment Grantee acknowledges that Kaiser Permanente and its representatives have made no actual or implied promise of funding except for the amounts specified by this Agreement.

II. PUBLICITY

- A. Websites and Other Promotional Opportunities.** SBHIP Payment Grantee was allowed to display Kaiser Permanente's logo and other promotional content, such as recognition of Kaiser Permanente's support of SBHIP Payment Grantee, on SBHIP Payment Grantee's website or in publications or other materials only with Kaiser Permanente's prior consent and in accordance with Kaiser Permanente policy.
- B. SBHIP Payment Grantee Communications with Media/Use of Logo.** Kaiser Permanente shall be given the opportunity to review and comment on all press releases that are directly related to the SBHIP Payment. In general, Kaiser Permanente does not allow the use of its logo without prior approval. If SBHIP Payment Grantee plans to issue a press release announcing this SBHIP Payment, SBHIP Payment Grantee agrees to contact Kaiser Permanente at least 15 days before the desired announcement date. Kaiser Permanente must provide advance approval of the press release and the date of release.

C. Communications with Media and Published Materials. Kaiser Permanente may periodically publicize project progress and/or results through public communications (including press releases), reports, website, and other materials. SBHIP Payment Grantee agreed that Kaiser Permanente may disclose information about the project and SBHIP Payment Grantee's organization and use the logo of the SBHIP Payment Grantee in such communications, provided however, Kaiser Permanente's use of SBHIP Payment Grantee's name and logo shall be in accordance with any SBHIP Payment Grantee policy on those matters provided to Kaiser Permanente in writing. Upon request by Kaiser Permanente, and to the extent permitted by applicable law and SBHIP Payment Grantee policies, SBHIP Payment Grantee agreed to provide reasonable assistance to Kaiser Permanente to obtain signed publicity waivers from employees, volunteers, and other persons associated with SBHIP Payment Grantee (for example, for use of photos or video taken by Kaiser Permanente in connection with the SBHIP Payment or project). The terms of this provision survive the expiration of the SBHIP Payment term.

III. SBHIP PAYMENT TERMINATION: RIGHT TO MODIFY OR TERMINATE PAYMENTS

A. Kaiser Permanente may terminate this SBHIP Payment for convenience upon a 30 day' written notice of its intention to terminate. During this period SBHIP Payment Grantee may submit a corrective action. If SBHIP Payment Grantee fails to implement necessary corrections within the notice period, Kaiser Permanente may terminate this SBHIP Payment immediately upon SBHIP Payment Grantee's failure to comply with the terms of this Agreement or SBHIP Terms and Conditions, or for SBHIP Payment Grantee's engagement in willful misconduct or negligence. In no event was Kaiser Permanente obligated to make any SBHIP Payment under this Agreement until Kaiser Permanente received incentive funds from DHCS upon the timely completion of each of the objectives that were a condition of such funding as set forth in the SBHIP Terms and Conditions.

IV. INDEMNIFICATION

A. Each party agrees to defend, indemnify and hold the other party and its officers, employees, directors, owners and authorized agents harmless from and against all third-party claims, suits, damages and liabilities, costs and expenses incurred therewith, including reasonable attorneys' fees, to the extent caused by the negligent or willful act or omission of the indemnifying party, its officers, employees, directors, owners or authorized agents.

V. COMPLIANCE

A. SBHIP Payment Grantee agreed to comply with all applicable laws in the use of the SBHIP Payment funds and SBHIP Payment Grantee's development and operation of the project. SBHIP Payment Grantee completed the following: (i) maintained, in full force and effect, all required governmental or professional licenses and credentials for itself, its facilities and its employees and all other persons engaged in work in conjunction with this SBHIP Payment, and (ii) performed its duties and obligations under this Agreement according to industry standards and in compliance with all applicable laws. As an organization with numerous contracts with the federal government, Kaiser Permanente and its affiliates are subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action. This Section constitutes notice that SBHIP Payment Grantee may be required to comply with the following Federal Acquisition Regulations (each a "FAR") at 48 CFR Part 52, which are incorporated herein by reference: (a) Equal Opportunity (April 2002) at FAR 52.222-26; (b) Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept. 2006) at FAR 52.222-35; (c) Affirmative Action for Workers with Disabilities (June 1998) at FAR 52.222-36, and (d) Utilization of Small Business Concerns (May 2004) at FAR 52.219-8. In addition, Executive Order 13495 concerning the obligations of federal contractors and subcontractors to provide notice to employees about their rights under Federal labor laws, or its successor, shall be incorporated herein by reference.

VI. MISCELLANEOUS

- A. This Agreement shall be construed under the laws of the State of California. In the event that any suit or action is instituted concerning the Agreement, the substantially prevailing party shall recover all of such party's costs, including, without limitation, the court costs and reasonable attorney's fees incurred in each and every such action, suit or proceeding, including any and all appeals or petitions therefrom. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be one and the same instrument. SBHIP Payment Grantee may not assign any right, duty, or obligation under this Agreement without prior written approval from Kaiser Permanente. Any change of ownership or control of SBHIP Payment Grantee shall be deemed an assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective, permitted successors and assigns. This Agreement, including any exhibits and attachments (all of which are incorporated into this Agreement by this reference), is the entire agreement of the parties with respect to the subject matter herein, and supersedes any and all other agreements, promises, negotiations or representations, whether oral or written. This Agreement, including exhibits and attachments, may not be amended except in a writing signed by each party. With respect to administration of this SBHIP Payment, the parties understand and agree that each is at all times acting and performing as an independent contractor with respect to the other. Except as expressly set forth in this Agreement, neither party, nor any of its employees, shall be construed to be the agent, employee or representative of the other for any purpose, or liable for any acts or omissions of the other.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE, SBHIP PAYMENT AGREEMENT

- 1. SBHIP Payment Grantee Signature.** By signing this Agreement, the SBHIP Payment Grantee signatory acknowledges that they have read and understood the Agreement, they have the authority to sign this Agreement and bind the SBHIP Payment Grantee thereto, and that the SBHIP Payment Grantee hereby accepts and agreed to perform all the terms and conditions of this Agreement.

SBHIP Payment Grantee Organization Signatory

Name: Sondra Aguilera

Title: Chief Academic Officer

Organization: Oakland Unified School District

Signature: 

Date Signed: 5/21/2025

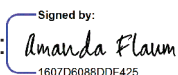
- 2. Kaiser Permanente Signature.** By signing this Agreement, the Kaiser Permanente signatory acknowledges that they have read and understood the Agreement, they have the authority to sign this Agreement and bind Kaiser Permanente thereto, and that Kaiser Permanente hereby accepts and agreed to perform all the terms and conditions of this Agreement.

Kaiser Foundation Health Plan, Inc. Signatory

Name: Amanda Flaum

Title: Vice President CA & HI Medicaid

Organization: Kaiser Foundation Health Plan, Inc.

Signature: 

Date Signed: 5/22/2025 | 4:10 PM PDT

Approved as to form by:



5/19/2025

Josh Cumming
Project Attorney
Office of the General Counsel

Date

SBHIP PAYMENT AGREEMENT EXHIBIT A

PAYMENT OBJECTIVES

I. Activities and Timeline

As a condition of receiving each SBHIP Payment, SBHIP Payment Grantee (referred to as “Local Educational Agency” in the chart below) has completed each of the Payment Objectives set forth below in time for Kaiser Permanente to meet the specified DHCS due dates, and each submission was approved by DHCS. Kaiser Permanente was responsible for making all submissions to DHCS.

Detailed information regarding the requirements, contents and processes for the Project Plans, Targeted Interventions, Bi-Quarterly Reports and Project Outcome Report can be found at:
<https://www.dhcs.ca.gov/services/Pages/studentbehavioralheathincentiveprogram.aspx>.

Activity	Responsible Party(ies)	DHCS Due Date
Implementation of Targeted Intervention(s) based on the Project Plan(s) (see Section II below).	Local Educational Agency & Kaiser Permanente	Complete
Prepare and submit remaining Bi-Quarterly Report for the Project Plan(s) in accordance with the SBHIP Terms and Conditions, including, without limitation, Sections 7 and 9 of the SBHIP Overview and Requirements document	Local Educational Agency	Complete
Prepare and submit Project Outcome Report for the Targeted Intervention(s) in accordance with the SBHIP Terms and Conditions, including, without limitation, Section 8 of the SBHIP Overview and Requirements document	Local Educational Agency and Kaiser Permanente	Complete

II. Targeted Interventions

SBHIP Payment Grantee agreed to implement the following SBHIP Targeted Interventions as described in the SBHIP Project Plan approved by DHCS:

Plan 1: Expand Behavioral Health Wellness Programs and Services

- Overview: Expand and/or enhance behavioral health wellness programs and services to increase access for all students to prevention (tier 1) and early intervention services (tier 2) at all or select schools within the local educational agency (LEA), with a focus on high populations of Medi-Cal eligible students.
- Outcome Measures:
 - Measure 1: Capacity of the LEA to deliver tier 1 and/or Tier 2 supports or services through behavioral health and wellness programs as demonstrated by enhanced training of staff, expanded knowledge/utilization of programming, improved systems and/coordination, or other qualitative measures.
 - Measure 2: The number of students accessing tier 1 or tier 2 behavioral health wellness programs or supports.

Plan 2: Expand Behavioral Health Workforce

- Overview: Facilitate and support access to, coordination of, and/or delivery of supports and services for students aligned to Multi-Tiered System of Supports (MTSS) frameworks for tier 1, tier 2 and tier 3, depending on student needs in the LEA.
- Outcome Measures:
 - Measure 1: The number of behavioral health-related positions (including interns and student peer counselors) added through this intervention to support students and families.
 - Measure 2: Total number of students accessing services through the expanded BH-related positions.
 - Measure 3: Strengthened coordination of care and enhanced referrals, as demonstrated by qualitative or quantitative indicators, such as improved systems, increased number of referrals, etc., will be considered.

Plan 3: Culturally Appropriate and Target Populations

- Overview: Strengthen outreach and connection to vulnerable students and families, or those traditionally underserved by systems, to enhance their access to and utilization of MTSS tier 1, tier 2, and tier 3 services and supports.
- Outcome Measures:
 - Measure 1: Promotion of culturally and linguistically responsive behavioral health-related information and resources among targeted populations.
 - Measure 2: Number of staff and/or partners who participate in culturally and linguistically responsive training or professional development that better equips them to engage and connect with targeted populations in culturally responsive ways to promote students' behavioral health, wellbeing and positive school climate, including anti-bias and equity and inclusion training.
 - Measure 3: Number of parents/caregivers participating in education or training related to increasing awareness about mental health and wellbeing, available resources, and/or how to further support their children.

Plan 4: Build Stronger Partnerships to Increase Access to Medi-Cal Services

- Overview: Establish a "Learning Exchange" that will include LEAs, Alameda County Office of Education, Alameda County Health Care Services Agency, Community Based Organizations, Managed Care Plans, and others to identify and address challenges or barriers related to Targeted Interventions 1-3. In addition, the Learning Exchange will enhance understanding of funding opportunities and requirements related to school-based behavioral health, Medi-Cal and the larger California Children and Youth Behavioral Health Initiative. Technical assistance will support participating LEAs in building a "roadmap" for building capacity to sustain behavioral health services for Medi-Cal students.
- Outcome Measures:
 - Measure 1: Increased collaboration, as measured by participation in Learning Exchange convenings and Technical Assistance or training sessions.
 - Measure 2: Development of Sustainability Roadmaps - brief models developed with TA support that articulate each LEA's approach for expanding services to Medi-Cal students, based on considerations including the LEA's goals, capacity, structures, CBO partners, countywide efforts, new fee schedules, provider types, etc.

III. Communication and Coordination

SBHIP Payment Grantee has coordinated its SBHIP activities with Kaiser Permanente, including, without limitation: participating in periodic meetings, on a schedule agreed upon by the parties, to discuss DHCS deliverables and the implementation and outcomes of Targeted Interventions; cooperating with Kaiser Permanente's Community Health department and care delivery team; and providing Kaiser Permanente with such information as Kaiser Permanente reasonably requests regarding progress toward completion of each DHCS deliverable and the implementation and outcomes of Targeted Interventions.

IV. Performance Outcome Metrics

SBHIP Payment Grantee agreed to use its best efforts to ensure that each Targeted Intervention results in the Performance Outcome Metrics applicable to such Targeted Intervention, as described in each Project Plan.

SBHIP PAYMENT AGREEMENT EXHIBIT B

PAYMENT SCHEDULE

The payment schedule in the chart below indicates date that Kaiser Permanente received each SBHIP incentive payment from DHCS, provided all conditions for such payments were met. This payment schedule was subject to change by DHCS.

Kaiser Permanente will make SBHIP Payments to SBHIP Payment Grantee only if (a) SBHIP Payment Grantee complied with all terms of this Agreement, including the provisions of Exhibit A (Payment Objectives) and (b) Kaiser Permanente has received the applicable SBHIP incentive funds from DHCS. Each SBHIP Payment to SBHIP Payment Grantee will equal 95% of the SBHIP incentive payment Kaiser Permanente receives from DHCS. Kaiser Permanente will retain 5% of each payment to cover its own administrative expenses. Kaiser Permanente will make each SBHIP Payment to SBHIP Payment Grantee within sixty (60) days after Kaiser Permanente's receipt of the applicable SBHIP incentive payment from DHCS, excluding the SBHIP Payment associated with Payment 1 in the chart below (first Needs Assessment payment). Payment of the first SBHIP Payment to SBHIP Payment Grantee will be made within sixty (60) days following the full execution of this Agreement. Notwithstanding any other provision of this Agreement, each SBHIP Payment was to not be deemed earned by SBHIP Payment Grantee unless and until such payment has been deemed earned by Kaiser Permanente pursuant to the SBHIP Terms and Conditions, including, without limitation, Section 1, Subsection entitled "SBHIP Funding", of the SBHIP Overview and Requirements document.

DHCS SBHIP Incentive Payment Schedule:

Payment Number	Expected Payment from Kaiser Permanente to OUSD	Expected Date of Payment
<i>Targeted Intervention Funding (calculated per project)</i>		
Project Plan		
Payment 1	\$41,558.81	April 2025
Payment 2	\$41,558.81	April 2025