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## Board Cover Memorandum

**To** Board of Education

**From** Sondra Aguilera, Acting Superintendent  
Andrea Bustamante, Executive Director, Community Schools and Student Services Department

**Meeting Date** October 26, 2022

**Subject** Student Behavioral Health Incentive Program (SBHIP) Memorandum of Understanding

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**Ask of the Board**  Approve Memorandum of Understanding  
 Ratify Memorandum of Understanding

**Services** *Vendor will provide District with funding to support development of SBHIP Needs Assessment and Project Plan as first phase of Department of Health Care Services' plan to design and implement the Student Behavioral Health Incentive Program as required by Assembly Bill 133, and section 5961.3 of the Welfare and Institutions Code.*

**Term** Start Date: September 13, 2022 End Date: December 31, 2022

**Not-To-Exceed Amount** \$50,000.00

**Competitively Bid** No

If the Service Agreement was not competitively bid and the not-to-exceed amount is more than \$96,700, list the exception(s) that applies (requires Legal review/approval and may require a resolution): [Exception]

**In-Kind Contributions** *None. District is paid for staff participation.*

**Funding**

## Source(s)

### Background

The Department of Health Care Services (“DHCS”) operates California’s Medicaid program, known as Medi-Cal. Medi-Cal provides health insurance to nearly 4 in 10 children in California. Assembly Bill 133 (chaptered, 2021), and Section 5961.3 of the Welfare and Institutions Code directs DHCS to design and implement the Student Behavioral Health Incentive Program over a three-year period (January 1, 2022 – December 31, 2024). The program provides incentive payments to Medi-Cal Managed Care Plans (MCPs) to advance a number of objectives.

The SBHIP program recognizes that schools are a critical point of access for preventive and early-intervention behavioral health services, as children are in school for many hours a day, for approximately half the days of the year. Development of a cross-system partnership focused on increasing access to behavioral health services in school and school-affiliated settings is critical for improving outcomes for children.

The SBHIP Needs Assessment (“Needs Assessment”) is the first phase of the SBHIP program and requires data collection and analysis by each partnering LEA to inform student behavioral health needs, gaps, disparities, resources, and referral processes. The Needs Assessment deliverables package includes the following state-approved templates/components: 1) Stakeholder Meeting Attestation; 2) Data Collection Strategy; 3) Needs Assessment Template; 4) Resource Maps; and 5) Referral Processes. All Needs Assessment components must be completed and submitted by the Alliance to DHCS no later than December 31, 2022.

The SBHIP Project Plans (“Project Plans”) describe the specific Targeted Interventions (“Targeted Interventions”) that are proposed to be implemented between January 1, 2023 – December 31, 2024. Project Plans must be submitted to DHCS no later than December 31, 2022 on a state-approved template. The Targeted Interventions will be identified with input from each of the countywide and LEA SBHIP partners, as informed by the Needs Assessment and based on a list of fourteen (14) potential types of behavioral health interventions developed by DHCS.

### Attachment(s)

- Student Behavioral Health Incentive Program (SBHIP) Memorandum of Understanding

**Student Behavioral Health Incentive Program (SBHIP)**  
**MEMORANDUM OF UNDERSTANDING**  
**between**  
**Oakland Unified School District**  
**and**  
**Alameda Alliance for Health**

**I. RECITALS/BACKGROUND**

Alameda Alliance for Health (the “Alliance”) is a not-for-profit community-based healthcare organization that contracts with the State of California to provide Medi-Cal services in Alameda County.

Oakland Unified School District (“OUSD”) is a Local Education Agency (“LEA”) serving students and families in Alameda County and governed by a locally elected board of education.

The Alameda County Office of Education (“ACOE”) is a local education agency that provides fiscal oversight, training, and support to 18 districts in the county, as well as direct instruction for students not enrolled in district schools.

The Department of Health Care Services (“DHCS”) operates California’s Medicaid program, known as Medi-Cal. Medi-Cal provides health insurance to nearly 4 in 10 children in California. Assembly Bill 133 (chaptered, 2021), and Section 5961.3 of the Welfare and Institutions Code directs DHCS to design and implement the Student Behavioral Health Incentive Program (“SBHIP”) over a three-year period (January 1, 2022 – December 31, 2024). The program provides incentive payments to Medi-Cal Managed Care Plans (MCPs) to advance the following objectives:

- Break down silos and improve coordination of child and adolescent behavioral health services for those enrolled in Medi-Cal through increased communication with schools, school affiliated programs, managed care providers, counties, and mental health providers.
- Increase the number of TK-12 students enrolled in Medi-Cal receiving behavioral health services provided by schools, school-affiliated providers, county behavioral health departments, and county offices of education.
- Increase non-specialty services on or near school campuses.
- Address health equity gap, inequalities, and disparities in access to behavioral health services.

The SBHIP program recognizes that schools are a critical point of access for preventive and early-intervention behavioral health services, as children are in school for many hours a day, for approximately half the days of the year. Development of a cross-system partnership focused on

increasing access to behavioral health services in school and school-affiliated settings is critical for improving outcomes for children.

The SBHIP Needs Assessment (“Needs Assessment”) is the first phase of the SBHIP program and requires data collection and analysis by each partnering LEA to inform student behavioral health needs, gaps, disparities, resources, and referral processes. The Needs Assessment deliverables package includes the following state-approved templates/components: 1) Stakeholder Meeting Attestation; 2) Data Collection Strategy; 3) Needs Assessment Template; 4) Resource Maps; and 5) Referral Processes. All Needs Assessment components must be completed and submitted by the Alliance to DHCS no later than December 31, 2022.

The SBHIP Project Plans (“Project Plans”) describe the specific Targeted Interventions (“Targeted Interventions”) that are proposed to be implemented between January 1, 2023 – December 31, 2024. Project Plans must be submitted to DHCS no later than December 31, 2022 on a state-approved template. The Targeted Interventions will be identified with input from each of the countywide and LEA SBHIP partners, as informed by the Needs Assessment and based on a list of fourteen (14) potential types of behavioral health interventions developed by DHCS

The SBHIP program allocates incentive payments from DHCS through MCPs based on DHCS program requirements and the evaluation and scoring of program deliverables.

## **II. PURPOSE**

This Memorandum of Understanding (“MOU”) is entered into by and between the Alliance and OUSD to develop and maintain a collaborative relationship and a cross-system partnership focused on implementing SBHIP-related work that promotes increased access to behavioral health services in schools and school-affiliated settings. Specifically, this MOU describes roles, relationships, and agreements for conducting the SBHIP Needs Assessment.

The Alliance and OUSD are collectively referred to in this MOU as the “parties.”

## **III. SCOPE OF WORK**

In support of SBHIP and efforts that will enhance school-based behavioral health services for Medi-Cal members, OUSD, the Alliance, and ACOE will collaborate to conduct the SBHIP Needs Assessment, and to help identify Targeted Interventions based on the Needs Assessment to be included in Project Plans.

## **IV. ROLES AND RESPONSIBILITIES**

### **A. Both Parties will:**

1. Designate a liaison who will serve as the primary point of contact.
2. Communicate with each other and the ACOE liaison in the development and completion of the Needs Assessment.
3. Develop joint policies and procedures, as necessary, to allow for information sharing in accordance with any and all state and federal privacy laws and regulations.

4. Based on the Project Plans developed and submitted to DHCS by December 31, 2022, the parties may develop an addendum to this MOU to reflect further collaborations, including fiscal arrangements related to implementing the identified Targeted Interventions described in the Project Plans in Years Two and Three (January 2023-December 2024) of the program.

**B. The Alliance will:**

1. Provide clear and timely information and general direction about the Needs Assessment objectives, parameters and requirements, based on program requirements set forward by DHCS.
2. Develop tools, resources, and supports for LEAs to utilize while participating in the Needs Assessment.
3. Meet at least monthly with LEA team members and ACOE to confer about project progress and address any challenges that may arise.
4. Provide technical assistance and guidance as needed to ensure alignment with overall county SBHIP efforts and DHCS requirements.
5. Collect and evaluate all information and data related to the Needs Assessment project deliverables to ensure timely and complete submission to DHCS, as set forth in the SBHIP Program Requirements.
6. Provide incentive payments according to the schedule and amounts listed in Section V.

**C. Oakland Unified School District will:**

1. Participate in countywide SBHIP Partners meetings as convened by ACOE and the Alliance.
2. Coordinate and conduct all elements of the Needs Assessment as it pertains to OUSD and per requirements set forth by DHCS and parameters as agreed upon with the Alliance and ACOE. This includes: (i) collecting and analyzing data; (ii) scheduling and facilitating meetings and interviews as needed to collect data; (iii) conducting surveys, focus groups and/or other strategies as needed to collect additional input per DHCS requirements and agreed upon SBHIP-Alameda County parameters; (iv) preparing resource maps and documenting referral processes; and (v) providing data and narrative responses for each of the required templates.
3. Submit to the Alliance in an agreed upon format **no later than October 17, 2022**, all elements and completed templates for the Needs Assessment package as required by DHCS: 1) Data Collection Strategy; 2) Needs Assessment Template; 3) Internal, External and LEA-Direct Resource Maps; and 4) Referral Processes and Systems maps.
4. Provide files, documentation and/or links with supporting evidence for each of the assessment materials.

- a. OUSD will only share aggregate/deidentified student data with the Alliance and/or ACOE. OUSD will not share identifiable student data pursuant to this MOU.
5. Collaborate in analyzing and presenting data and findings from the Needs Assessment to inform decision making about the Targeted Interventions to be selected as part of the Project Plans.
6. Provide LEA-specific information and input as requested by the Alliance to support preparation of four or more Project Plans to be submitted to DHCS no later than December 31, 2022.

## **V. PAYMENT**

- A. The Alliance agrees to provide fiscal support by means of incentive funding in the amount of **\$50,000**.
- B. An initial payment of fifty percent (50%) of the total amount to be paid within thirty (30) days of execution of this MOU, or as otherwise mutually agreed upon by the parties.
- C. A subsequent payment for the remaining fifty percent (50%) will be made upon receipt of funding from DHCS (estimated in April 2023) which is contingent upon completion and successful evaluation of all Needs Assessment deliverables by DHCS.
- D. In no event shall payments exceed the total amount of \$50,000 for the term of this Agreement. If the terms and conditions set forth in this MOU are not met, the Alliance reserves the right to withhold any further payments, to recoup unspent funds, and the right to move to terminate this Agreement.
- E. DHCS, through the Alliance, will provide funding allocations pursuant to the program requirements and DHCS allocation methodology. DHCS program requirements provide the Alliance discretion as to the distribution of these earned funds. The Alliance is responsible for oversight and administration of payments to other parties consistent with the terms of the SBHIP Program.
- F. In the event DHCS decides to terminate the program or otherwise make the funds unavailable to the Alliance, the Alliance will have no financial responsibility to OUSD for the any funding not already distributed. Distribution of payment to LEAs is solely dependent upon the funds made available to the Alliance by DHCS.

## **VI. GENERAL PROVISIONS**

- A. **Effective Date.** The effective date of this MOU is August 1, 2022, or upon signature by both parties (“Effective Date”).
- B. **Amendment.** This MOU may be amended at any time by written, mutual consent of all parties.
- C. **Termination Without Cause.** This MOU may be terminated by either party without cause upon thirty (30) days written notice to the other party.

- D. **Dispute Resolution.** Should a dispute develop between the parties to this MOU, the parties will first attempt to informally negotiate and resolve their conflict at the operational level through meetings between each party’s representatives with decision-making authority. Once all reasonable good faith efforts to do so have been made, an unresolved dispute must be submitted to upper management for another opportunity to negotiate and resolve the conflict by each party's key executives. Such executives shall promptly use all good faith efforts to seek a resolution.
- E. **Confidentiality.** Notwithstanding any provision to the contrary herein, the parties agree to maintain confidentiality of educational and/or medical records in accordance with all applicable federal and state laws and regulation and contract requirements.
  - a. As set forth above, OUSD will not share identifiable student data with the Alliance or ACOE pursuant to this MOU.
- F. **Notices.** Any notice which either party may desire to give to the other party must be in writing and shall be effective: (i) when personally delivered by the other party or messenger or courier thereof; (ii) three (3) business days after deposit in the United States mail, registered, or certified, (iii) twenty-four (24) hours after deposit before the daily deadline time with a reputable overnight courier or service; or (iv) upon receipt of a telecopy or fax transmission, provided a hard copy of such transmission shall be thereafter delivered in one of the methods described in the foregoing (i) through (iii); in each case, postage fully prepaid and addressed to the respective parties as set forth on the first page of this agreement or to such other address and to such other persons as the parties may hereafter designate by written notice to the other parties hereto.

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| <p>If notice to Alameda Alliance:<br/>                 Alameda Alliance for Health<br/>                 Attn: Chief Executive Officer<br/>                 1240 S. Loop Road<br/>                 Alameda, CA 94502</p> | <p>If notice to Oakland USD:<br/>                 Attn: Joshua R. Daniels<br/>                 Chief Governance Officer<br/>                 Oakland Unified School District<br/>                 1000 Broadway, Suite 440<br/>                 Oakland, CA 94607<br/>                 (510) 879-5060 (main)</p> |
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- G. **Successors and Assigns.** The Alliance and OUSD each binds itself, its partners, successors, permitted assigns, and legal representatives to the other party to this MOU and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this MOU.
- H. **Severability.** Should any term or provision of this MOU, for any reason, be deemed or held invalid, illegal, or unenforceable, in whole or in part, by a tribunal of competent jurisdiction, such provision shall be enforced to the maximum extent possible, and the remaining provisions of this MOU shall remain in full force and effect, to the maximum extent possible.

- I. Indemnification. The parties agree to mutually defend, indemnify and hold harmless the other party, its officers, agents and employees, volunteers, individually and collectively, from and against all costs, liability, losses, claims, demands, suits, actions, payment and judgments, including legal and attorney fees, arising from personal or bodily injuries, property damage or otherwise, arising from negligent acts from or during or be alleged to be caused by the undersigned's officers, agents, employees and volunteers.
- J. Governing Law. This MOU shall be construed in accordance with the laws of the state of California.
- K. Authority. Each individual executing this MOU represents and warrants that he or she is duly authorized to execute and deliver this MOU on behalf of the party to this MOU.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the Effective Date.

**Alameda Alliance for Health**

**Oakland Unified School District**

Signed: DocuSigned by:  
Scott Coffin  
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Print Name: Scott Coffin

Title: CEO

Date: 09/13/2022

Signed: DocuSigned by:  
Andrea Bustamante  
806EC2B9F1FE4AB

Printed Name: Andrea Bustamante

Title: Executive Director, Community  
Schools Student Services

Date: 09/13/2022

Approved as to form by OUSD Staff Attorney  
Joanna Powell on 9/14/2022.

*Joanna J. Powell*

*G.S.D. Yee*

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Gary Yee, President, BOE

*Sandra Aguilar*

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Sandra Aguilar, Acting Superintendent & Secretary, BOE