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Enactment Number	
Enactment Date	



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

Board Cover Memorandum

To Board of Education

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

Meeting Date December 11, 2024

Subject Amendment No. 1, Student Behavioral Health Incentive Program Memorandum of Understanding – Alameda Alliance for Health – Community Schools and Student Services Department

Ask of the Board Approve Amendment
 Ratify Amendment

Description of the Changes
(What are the changes? Why are they needed?)

On June 28, 2023, the Board of Education approved a Student Behavioral Health Incentive Program (SBHIP) Memorandum of Understanding (MOU) with Alameda Alliance for Health and other partners, as designated, with the District receiving an amount not to exceed \$1,686,880.73 to implement the SBHIP Project Plan interventions and timelines for four target interventions. This amendment extends the MOU end date from June 30, 2025 to January 31, 2026, adds the Housing and Homeless Incentive Program (HHIP) as set forth to the MOU, and increases the District’s not-to-exceed amount by \$194,260.00.

Change to Not-To-Exceed Amount & Funding Source(s), If Any

District to receive an additional \$194,260.00, increasing the MOU not-to-exceed amount from \$1,686,880.73 to \$1,881,140.73.

Attachment(s)

- Amendment No 1, Student Behavioral Health Incentive Program Memorandum of Understanding
- Student Behavioral Health Incentive Program Memorandum of Understanding, Enactment No. 23-1304

**AMENDMENT NO. 1 TO THE MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN ALAMEDA ALLIANCE FOR HEALTH (ALLIANCE) AND
*Oakland Unified School District***

**Housing and Homelessness Incentive Program (HHIP) Student Behavioral Health
Incentive Program (SBHIP)**

This Amendment No. 1 to the Memorandum of Understanding (“Amendment 1”) is entered into by and between Alameda Alliance for Health (“Alliance”) and Oakland Unified School District (“OUSD”) (collectively the “Parties”) with respect to the Memorandum of Understanding with an effective date of January 1st, 2023, and executed on June 23rd, 2023 (“MOU”).

WHEREAS, the MOU specifies the responsibilities and deliverables required of LEA to receive payments from the Alliance through the Housing and Homelessness Incentive Program (“HHIP”);

WHEREAS, the Parties desire to extend the MOU term through January 31st, 2026;

WHEREAS, the Parties desire to include HHIP LEA Project as a HHIP program area, with One Hundred Ninety-four Thousand Two Hundred Sixty dollars (\$194,260.00) specific to that program area;

WHEREAS, the Parties desire to include additional general terms and conditions in the MOU.

THEREFORE, the Parties hereby agree as follows:

1. The term of the MOU is extended through January 31st, 2026.
2. Termination rights remain the same. Either party may terminate by written notification to be received thirty (30) days prior to the termination date.
3. The HHIP LEA Project is added to the MOU. The terms are set forth in Exhibit A.1.
4. With One Hundred Ninety-four Thousand Two Hundred Sixty dollars (\$194,260.00) specific to the HHIP LEA Project, the total HHIP and SBHIP award amount is One Million Eight Hundred Eighty-one Thousand One Hundred Forty dollars and seventy-three cents (\$1,881,140.73).
5. Unless specified in Amendment 1, all other terms and conditions of the MOU remain in full force and effect and are unchanged.
6. **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.

The dispute shall be considered to have arisen when one Party sends the other Party a written notice of the dispute. The period for informal negotiations shall commence within fourteen (14) days from receipt of the written notice of dispute unless such time period is modified by written agreement of the Parties. 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 within forty-five (45) days unless such time-period is modified by written agreement of the


Parties. Such executives shall promptly use all good faith efforts to seek a resolution. In the event that the Parties cannot resolve a dispute by informal negotiations, the Parties may submit the dispute to non-binding mediation. If the Parties submit the dispute to non-binding mediation, the Parties shall not be required to mediate their dispute for longer than a single, eight (8) hour day. The decision to continue mediation shall be in the sole discretion of each Party. Unless modified by written agreement of the Parties, the Parties will bear their own costs for the mediation and the mediator's fees shall be shared equally by the Parties. In the event that the Parties cannot resolve a dispute by such mediation, either Party may seek judicial enforcement subject to the provisions of this MOU. Notwithstanding the foregoing, injunctive relief may be immediately sought without resorting to alternative dispute resolution to prevent irreparable harm that would be caused by a breach of this MOU. Furthermore, nothing in this section shall prevent a Party from terminating this MOU in accordance with the terms thereof notwithstanding this section or any then-pending dispute resolution process.

7. **Successors and Assigns.** The rights and obligations of each Party shall be binding upon and benefit the successors and assigns of each Party.
8. **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.
9. **Indemnification.** Each Party shall defend, indemnify and hold harmless the other Party, its officers, agents and employees, volunteers, individually and collectively, from and against all costs, expenses, liability, losses, claims, demands, suits, actions, payment and judgments, including legal and attorney fees, that such Party may suffer, sustain, or become subject to arising from the actions of the Indemnifying Party's own officers, employees, agents, and volunteers. The Indemnifying Party is NOT obligated to indemnify the Indemnified Party for any claim arising out of the Indemnified Party's bad faith failure to comply with the Agreement, gross negligence, willful misconduct, or any intentional misrepresentation carried out in bad faith. Bad faith is to be construed as an intentional dishonesty or fraud.
10. **Governing Law.** This MOU shall be construed in accordance with the laws of the state of California, County of Alameda.

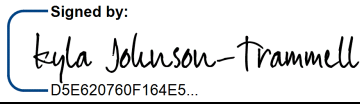
11. **Authority.** Each individual executing this Amendment 1 represents and warrants that he or she is duly authorized to execute and deliver this Amendment 1 on behalf of the Party to this MOU.

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

Alameda Alliance for Health

Signed: 
DocuSigned by:
B72F5D390D944D8...
Print Name: Matthew Woodruff
Title: Chief Executive Officer
Date: 10/23/2024 | 11:46 AM PDT

Oakland Unified School District

Signed: 
Signed by:
D5E620760F164E5...
Print Name: Kyla Johnson-Trammell
Title: Superintendent, Community Schools Student Services
Date: 10/18/2024 | 7:05 PM PDT

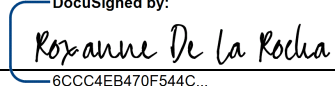
Approved by:
DocuSigned by:
Signed: 
6CCC4EB470F544C...
Print Name: Roxanne Delarocha
Title: Staff Attorney
Date: 10/23/2024 | 10:40 AM PDT

Exhibit A.1

Under the Housing and Homelessness Incentive Program (HHIP), the Alliance may award OUSD up to a total amount of One Hundred Ninety-four Thousand Two Hundred Sixty dollars (\$194,260.00) for work related to the HHIP LEA Project as outlined in the funding application.

OUSD will implement a program to support students experiencing or at risk of homelessness. Students experiencing homelessness often have higher rates of related behavioral and mental health needs (i.e., anxiety, depression etc.) and high absenteeism rates that are associated with the lack of stable housing.

Target Population: OUSD students residing in Alameda County experiencing or at risk of homelessness with Medi-Cal or no insurance.

Project Timeline: November 11th, 2024 – November 10th, 2025

Funding related to this project will be distributed upon completion of the following:

Table 1. Funding Distribution

Activity	Criteria/Deliverable	Funding Amount	Deliverable Due Date
MOU Signed and Completion of All Program Documents	Deliverable 1: MOU Signed and Completion of All Program Documents	\$48,565.00	Upon Signature
Quarterly Reports Submitted	Deliverable 2: Quarterly reports submitted outlining progress towards activities listed in Table 2	\$31,567.25 per report (4 total) Total: \$126,269.00	<u>Year 1 Reports</u> 2/28/25 (11/11 - 1/31) 5/31/25 (2/1 - 4/30) 8/31/25 (5/1 – 7/31) 11/30/25 (8/1 - 11/10*) *Project end
Final Report Submitted	Deliverable 3: Final Report Submitted	\$19,426.00	1/31/2026

Note: A staffing update must be included in all quarterly and final reports. Any unused staffing dollars, as outlined in the budget submitted with the HHIP funding application, must be included in the final report to either be returned to the Alliance or used via a modified staffing timeline as agreed upon by both the Alliance and OUSD.

To be eligible and receive funding through this agreement, OUSD is required to meet the following program goals and deliverables:

Table 2. OUSD Reporting Goals, Objectives, and Required Reporting

Goal Area	Objectives	Reporting of Measurable Outcome
<p>Improve unhoused & housing insecure Student Attendance and overall well-being</p>	<ul style="list-style-type: none"> • Weekly meetings with Case Manager • Creation of Student Learning Incentivized Plan (SLIP) for each student 	<p>40 students enrolled in case management services will attain at least two (2) goals set in the SLIP plan</p> <p>Required data points: de-identified students experiencing homelessness, outreach, engagement rates, # of goals, goal type, SLIP creation</p>
<ul style="list-style-type: none"> • Improve Parent Engagement • Increase Parent Support to find housing 	<ul style="list-style-type: none"> • Create Parent Participation Punch Card • Connect parents w/ Housing Navigator • Create a Homeless Prevention & Stabilization Plan 	<ul style="list-style-type: none"> • Twenty- five (25) parents with regularly scheduled appointments to see Housing Navigator for follow-up services • Twenty- five (25) parents remain housed despite financial challenges • Twenty- five (25) families make applications and gain permanent stable housing <p>Required data points: de-identified students experiencing homelessness, gift card type provided, gift card amount, gift card distribution date, approximate family income, insurance type, referral to service/type, outreach provided, engagement rate, appointments completed, those remaining housed, applications for permanent housing completed</p>

Gift card distribution must be tracked including the number of gift cards distributed, date of distribution, amount, and gift card type. Any unused gift cards at the end of the project term must be accounted for and either returned to the Alliance, or the LEA must submit a revised plan for distribution to the Alliance for review and approval.



Board Office Use: Legislative File Info.	
File ID Number	23-1481
Introduction Date	6/28/23
Enactment Number	23-1304
Enactment Date	6/28/2023 CJH

Board Cover Memorandum

To Board of Education

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

Meeting Date June 28, 2023

Subject Services Agreement 2022-2023 - Alameda Alliance for Health – Community Schools and Student Services Department

Ask of the Board

- Approve Services Agreement
 Ratify Services Agreement

Services

OUSD will implement the Student Behavioral Health Incentive Program (SBHIP) managed by the Alameda Alliance for Health. OUSD will implement SBHIP project defined by Alameda County to focus on expanding access to behavioral health programs and services for OUSD students.

Term

Start Date: January 1, 2023

End Date: June 30, 2025

Not-To-Exceed Amount

\$1,686,880.73

Competitively Bid

[Yes/No] N/A

If the Service Agreement was not competitively bid and the not-to-exceed amount is more than \$109,300, list the exception(s) that applies (requires Legal review/approval and may require a resolution): [Exception]

In-Kind Contributions

Project Management of the funds.

Funding Source(s)

This agreement will be funded by California's Child and Youth Behavioral Health Initiative, for OUSD to implement the SBHIP elements for Alameda Alliance for Health.

Background

As part of California's Child and Youth Behavioral Health Initiative, the Alameda Alliance received funds for select school districts to implement specific strategies. OUSD is receiving funds from the Alameda Alliance to implement strategies that will increase access to behavioral health programs and services.

Attachment(s)

- Service Agreement 2022-2023 with Alameda Alliance for Health

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.

Alameda County Health Care Services Agency (“HCSA”) administers health care services for the county through a comprehensive network of public and private partnerships that ensure optimal health and well-being, and respect the diversity of all residents.

The Center for Healthy Schools and Communities (“CHSC”) addresses health inequities by working in partnership with health providers, school districts and providing school health services to Alameda County youth under the auspices of HCSA.

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 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 submitted to DHCS on December 30, 2022 on a state-approved template were reviewed and approved by DHCS on February 24th, 2023. The Targeted Interventions were 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 Managed Care Plans 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 school and school-affiliated settings. Specifically, this MOU describes roles, relationships, and agreements for conducting the SBHIP Project Plans for chosen interventions.

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 will collaborate with the Alliance and other partners, as designated, to implement SBHIP Project Plan interventions and intervention timelines for the following four target interventions:

1. **Expand BH Wellness Programs** – Intended to increase access for all students to prevention (tier 1) and early intervention services (tier 2) at all or selected schools within each Local Education Agency (LEA), with a focus on high populations of Medi-Cal eligible students. Within this category, OUSD selected to participate in the following option:
 - a. (b) An intervention to expand/enhance other BHW programs and services.
2. **Expand BH Workforce** – Intended both to facilitate and support access to, coordination of, and/or delivery of behavioral health supports and services for depending on student needs in each LEA.
3. **Culturally Appropriate and Targeted Populations** – Intended to strengthen outreach and connection to vulnerable students and families or those traditionally underserved by systems, to enhance their access to and utilization of tier 1, tier 2 and tier 3 services and supports.
4. **Build Stronger Partnerships to Increase Access to Medi-Cal Services** – Participate in a “Learning Exchange” that will include LEAs, ACOE, HCSA, CBOs, MCPs, MCP delegates, and others, through which partners will enhance their understanding about funding opportunities and requirements related to school-based behavioral health, Medi-Cal and the larger California Children and Youth Behavioral Initiative. Technical assistance will support LEAs in building a “roadmap” for building capacity to sustain behavioral health services for Medi-Cal students.

OUSD SBHIP Project Plan Intervention Measures of Success and Timeline of Activities are outlined in Appendix A and Appendix B. Intervention incentive payments will be made upon successful completion of identified milestones for the identified targeted interventions.

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 in the implementation and completion of the Project Plans and in-between progress reports, as needed, to address any challenges.

B. The Alliance will:

1. Monitor progress, review bi-quarterly progress reports submitted by the LEA, and distribute allocated funding according to deliverable completion and receipt of funds from DHCS.
2. Provide clear and timely information and general direction about the SBHIP, Project Plans, parameters, and requirements, based on program requirements set forth by DHCS.

3. In collaboration with selected technical assistance partners and conveners, provide support to conduct and complete Project Plan deliverables, as appropriate, and as described in the approved plans.
4. Convene regular meetings, including through the SBHIP Learning Exchange, to confer about project progress and address any challenges that may arise.
5. Collect and evaluate all information and data related to the Project Plan 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. OUSD will:

1. Implement the selected interventions to meet outcomes and measures as described in the project plans for each intervention, and promptly report any significant barriers towards progress.
2. Carry out the general design components and activities as described in the Targeted Intervention project plan timelines.
3. Provide information and data as needed to revise project plan activities and establish baselines for measures, and compile data for bi-quarterly project progress reports that will be due for each intervention every six months as outlined in Section V (June 10, 2023, December 10, 2023, June 10, 2024, December 1, 2024).
4. Develop viable approaches for sustaining interventions post-SBHIP, including development of a “Sustainability Roadmap” (as described in Targeted Intervention #4).
5. Designate one or more representatives to regularly participate in meetings, convenings, and/or trainings (as described in Targeted Intervention #4).
6. Provide LEA-specific information and input as requested by the Alliance and/or through partners to support program goals.

V. PAYMENT

SBHIP is an incentive program, with funding contingent on achievement of the intervention measures and outcomes. To be eligible to receive funding through this agreement, OUSD is required to meet the SBHIP Project Plan Intervention Measures of Success and Timeline of Activities outlined in Appendix A and Appendix B. Payments will be made based on 1) achievement of specific target intervention deliverables, and 2) approval by DHCS, and will follow the payment model listed in Table 1 and following the funding allocation summary listed in Table 2.

Table 1. Alliance SBHIP Payment Schedule (81.53% of total allocation for Alameda County)

Project Plan Category	Payment Schedule for Earnable Dollars					Total Earnable Dollars
	1	2	3	4	5	
Expand BH Wellness Programs	\$ 253,032.11	\$ 63,258.03	\$ 63,258.03	\$ 63,258.03	\$ 63,258.03	\$ 506,064.22
Expand BH Workforce	\$ 253,032.11	\$ 63,258.03	\$ 63,258.03	\$ 63,258.03	\$ 63,258.03	\$ 506,064.22
Culturally Appropriate and Targeted Populations	\$ 168,688.07	\$ 42,172.02	\$ 42,172.02	\$ 42,172.02	\$ 42,172.02	\$ 337,376.15
Build Stronger Partnerships to Increase Access to Medi-Cal Services	\$ 168,688.07	\$ 42,172.02	\$ 42,172.02	\$ 42,172.02	\$ 42,172.02	\$ 337,376.15
Total	\$ 843,440.37	\$ 210,860.09	\$ 210,860.09	\$ 210,860.09	\$ 210,860.09	\$ 1,686,880.73

Table 2. SBHIP Funding Allocation Summary

LEA Report Due to Alliance	MCPs Deliverable	Associated Funding	Anticipated Funding Released by DHCS
Dec-22 - complete	Project Plan(s) for each targeted intervention to DHCS	Up to 50% of the Targeted Intervention allocation	April 2023
6/10/23	Bi-Quarterly Report (01/01/23-06/30/23)	The remaining intervention funds will be released in equal installments of 12.5% every six-months, following the State's review of each report	October 2023
12/10/23	Bi-Quarterly Report (07/01/23-12/31/23)		April 2024
6/10/24	Bi-Quarterly Report (01/01/24-06/30/24)		October 2024
12/1/24	Final Outcome Report (07/01/24-12/31/24)		April 2025

- A. Payment will be made within thirty (30) days of receipt of funds from DHCS.
- B. 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.
- C. DHCS, through the Alliance, will provide funding allocations pursuant to the program requirements and DHCS allocation methodology. DHCS may withhold all or part of the funding for specific project plans, if in its judgement the measures of success have not been met. In such cases, the Alliance will not be responsible for allocating those funds. 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.
- D. In the event that additional SBHIP funds become available (e.g., through Alameda County's transition to single payer Medi-Cal health plan or unused administrative dollars), the Alliance will work with SBHIP partners to distribute funds according to existing allocation models.
- E. 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 OUSD is solely dependent upon the funds made available to the Alliance by DHCS.
- F. SBHIP funding for both the Needs Assessment and Targeted Interventions are considered as unearned by DHCS until the successful completion of final deliverables. Therefore:
 - a. To the extent the LEA does not or is unable to carry out project activities, LEA shall notify MCP and return any funds received related to those project activities or milestones.
 - b. Should DHCS require the return of distributed funds due to insufficient scoring of project deliverables, OUSD shall return funds to MCP for submittal back to the state.

VI. GENERAL PROVISIONS

- A. **Effective Date.** The effective date of this MOU is January 1, 2023, 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 With Cause.** This MOU may be terminated by either party with cause upon ten (10) days written notice to the other PARTY.
 - a. Cause includes:
 - i. Material breach of this Agreement by either PARTY.

- ii. If either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency.
- D. Dispute Resolution. Should a dispute develop between the parties to this MOU for any issue other than one that could constitute termination for cause, 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. The dispute shall be considered to have arisen when one Party sends the other Party a written notice of the dispute. The period for informal negotiations shall commence within fourteen (14) days from receipt of the written notice of dispute unless such time period is modified by written agreement of the Parties. 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 within 45 days unless such time period is modified by written agreement of the Parties. Such executives shall promptly use all good faith efforts to seek a resolution. In the event that the Parties cannot resolve a dispute by informal negotiations, the Parties may submit the dispute to non-binding mediation. If the Parties submit the dispute to non-binding mediation, the Parties shall not be required to mediate their dispute for longer than a single, 8-hour day. The decision to continue mediation shall be in the sole discretion of each Party. Unless modified by written agreement of the Parties, the Parties will bear their own costs for the mediation and the mediator's fees shall be shared equally by the Parties. In the event that the Parties cannot resolve a dispute by such mediation, either Party may seek judicial enforcement subject to the provisions of this Agreement. Notwithstanding the foregoing, injunctive relief may be immediately sought without resorting to alternative dispute resolution to prevent irreparable harm that would be caused by a breach of this Agreement. Furthermore, nothing in this Article shall prevent a Party from terminating this Agreement in accordance with the terms thereof notwithstanding this Article or any then-pending dispute resolution process.
- E. Confidentiality. Notwithstanding any provision to the contrary herein, the parties agree to maintain confidentiality of medical records in accordance with all applicable federal and state laws and regulation and contract requirements. LEA will not share identifiable student data with the Alliance, ACOE, HCSA, CHSC, or DHCS pursuant to this MOU. 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.

<p>If notice to Alameda Alliance: Alameda Alliance for Health Attn: Chief Executive Officer 1240 S. Loop Road Alameda, CA 94502</p>	<p>If notice to OUSD Oakland Unified School District Attn: Joshua R. Daniels (he/him/his) Chief Governance Officer 1011 Union Street, Department 946 Oakland, CA 94607 (510) 879-5060 (main)</p>
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G. Successors and Assigns. The Alliance and LEA Name 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. Each PARTY shall defend, indemnify and hold harmless the other PARTY, its officers, agents and employees, volunteers, individually and collectively, from and against all costs, expenses, liability, losses, claims, demands, suits, actions, payment and judgments, including legal and attorney fees, that such PARTY may suffer, sustain, or become subject to arising from the actions of the Indemnifying PARTY'S own officers, employees, agents, and volunteers including those that are the result of an intentional misrepresentation or breach of warranty, covenant or agreement of the indemnifying PARTY contained herein or the indemnifying PARTY's negligence or willful misconduct in performance of its obligations under the Agreement.

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

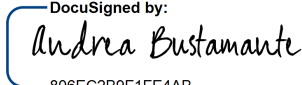
Signed: 
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Print Name: Matt Woodruff

Title: CEO

Date: 06/23/2023

Oakland Unified School District

Signed: 
DocuSigned by:
806EC2B9F1FE4AB...

Printed Name: Andrea Bustamante

Title: Executive Director, Community
Schools Student Services

Date: 06/22/2023

Approved as to form by OUSD
Staff Attorney Lynn Wu 6/21/23



Name: Mike Hutchinson
Title: President, Board of Education

Sign:  Date: 6/29/2023

Name: Kyla Johnson-Trammell
Title: Superintendent & Secretary, Board of Education

Sign:  Date: 6/29/2023

Appendix A: SBHIP Project Plan Intervention Measures of Success

Targeted Intervention	Intervention Measures of Success
Alameda County Project Plan 1-B: Expand Behavioral Health Wellness Programs	<ul style="list-style-type: none"> ● Measure One: The capacity of LEAs to deliver tier 1 and/or tier 2 supports or services through BHW wellness programs will be increased, as demonstrated by enhanced training of staff, expanded knowledge/utilization of programming, improved systems and/or coordination, or other qualitative measures. <ul style="list-style-type: none"> ○ Baseline: Each LEA will determine a baseline of their current BHW program capacities related to this intervention by June 1, 2023 ○ Post-intervention: Each LEA will identify one or more specific indicators of increased capacity, such as number of staff trained, number of sites where a program is deployed, strengthened coordination systems, etc. The first measurement will be taken in June 2024 to reflect progress during the 2023-2024 school year. The second measurement will be taken in December 2024, to reflect overall project progress. ● Measure Two: The number of students accessing tier 1 or tier 2 Behavioral Health Wellness programs or supports <ul style="list-style-type: none"> ○ Baseline: Each LEA will determine a baseline of the current number of students accessing current BHW programs related to this intervention by June 1, 2023. ○ Post-intervention: Increased number of students accessing BHW programs related to this intervention within each LEA. The first measurement will be taken in June 2024 to reflect progress during the 2023-2024 school year. The second measurement will be taken in December 2024, to reflect overall project progress.

Targeted Intervention	Intervention Measures of Success
Alameda County Project Plan 2: Expand Behavioral Health Workforce	<ul style="list-style-type: none"> ● Measure One: The number of behavioral health-related positions (including interns and student peer counselors) added through this intervention to support students and families <ul style="list-style-type: none"> ○ Baseline: A baseline for each LEA based on position type(s) identified for this intervention will be determined by June 1, 2023 ○ Post-intervention: Each LEA will increase the number of positions serving students. The first measurement will be taken in June 2024 to reflect progress during the 2023-2024 school year. The second measurement will be taken in December 2024, to reflect overall project progress. ● Measure Two: Total number of students accessing services through the expanded BH-related positions <ul style="list-style-type: none"> ○ Baseline: A baseline will be determined for each LEA by June 1, 2023 ○ Post-intervention: The number of students accessing tier 1, 2 or 3 services will increase in total, across all LEAs. The first measurement will be taken in June 2024 to reflect progress during the 2023-2024 school year. The second measurement will be taken in December 2024, to reflect overall project progress.

Targeted Intervention	Intervention Measures of Success
Alameda County Project Plan 3: Culturally Appropriate and Targeted Populations	<ul style="list-style-type: none"> ● Measure One: Promotion of culturally and linguistically responsive behavioral health-related information and resources among targeted populations. <ul style="list-style-type: none"> ○ Baseline: By June 1, 2023, each LEA will report a baseline of its current inventory and “reach” of any BH-specific materials and/or outreach activities for each targeted population/represented language that is identified by the LEA for this intervention. ○ Post-intervention: For each targeted population/represented language, we will see increased availability of printed, digital and/or in-person resources, such as but not limited to brochures, fliers, videos, webpages, social media, workshop handouts, events, etc.) The first measurement will be taken in June 2024 to reflect progress during the 2023-2024 school year. The second measurement will be taken in December 2024, to reflect overall project progress. ● Measure Two: 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. <ul style="list-style-type: none"> ○ Baseline: By June 1, 2023, each LEA will report a baseline of relevant training/PD provided during the 2022-2023 school year. ○ Post-intervention: Each LEA will show an increase in the number of individuals participating in relevant training, professional development and/or workshops. The first measurement will be taken in June 2024 to reflect progress during the 2023-2024 school year. The second measurement will be taken in December 2024, to reflect overall project progress. ● 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. <ul style="list-style-type: none"> ○ Baseline: The baseline will be set as 0 beginning July 1, 2023. ○ Post-intervention: 6 or more LEAs will show an increase in the number of parents/family members participating in relevant training, workshops or educational sessions. The first measurement will be taken in June 2024 to reflect activities during the 2023-2024 school year. The second measurement will be taken in December 2024, to reflect overall project progress. (Note: This element is not necessarily included in every LEA’s intervention strategies.)

Targeted Intervention	Intervention Measures of Success
<p>Alameda County Project Plan 4: Building Stronger Partnerships to Increase Access to Medi-Cal Services</p>	<ul style="list-style-type: none"> ● Measure One: Increased collaboration, as measured by participation in Learning Exchange convenings and Technical Assistance or training sessions. <ul style="list-style-type: none"> ○ Baseline: The Learning Exchange is new, so no convenings or TA/training sessions have been held. ○ Post-intervention: The Learning Exchange will have convened 10 or more times and each LEA will have participated in two or more TA/training sessions. ● Measure Two: 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. <ul style="list-style-type: none"> ○ Baseline(s): No Roadmaps have been developed. ○ Post-intervention: LEA completes a Sustainability Roadmap, in collaboration with their partnering CBOs, where appropriate. ● Measure Three: Number of executed contracts or commitments, and/or expansion of existing contracts or commitments between LEAs/CBOs and MCPs that expand billing and care coordination for eligible behavioral health services and supports. <ul style="list-style-type: none"> ○ Baseline(s): A baseline will be determined by June 2022, as part of the Learning Exchange’s initial work. ○ Post-intervention: The number of executed contracts and/or expanded existing contracts will be increased. ● Measure Four: Number of multi-county collaborative meetings attended by Alameda SBHIP partner representatives. The Alameda SBHIP Learning Exchange intends to participate in multi-county collaboratives as available to further inform and advance the work to increase access to services. <ul style="list-style-type: none"> ○ Baseline: 0 ○ Post-intervention: This number will be increased.

Appendix B: SBHIP Project Plan Intervention Timeline of Activities

Note: Progress must be demonstrated towards the components and tasks for each six-month interval, as reported in the Bi-Quarterly Progress Reports

Alameda County Project Plan 1-B: Expand Behavioral Health Wellness Programs

Timeline/LEAs	Intervention Design Components & Project Tasks
<p>January 1, 2023 - June 30, 2023</p>	<ul style="list-style-type: none"> ● Program planning, including: <ul style="list-style-type: none"> ○ Identify project team(s) ○ LEAs engage BH and COST staff, sites and partners as needed to further define BHW program activities specific to the needs of their students, families, and school staff/teachers ○ Identify technical assistance and/or partnerships needed to advance implementation ○ Determine staffing needs and develop/revise job descriptions, contracts, etc., as appropriate ○ Identify/develop system for tracking program activities ● Following the internal planning process, each LEA updates its specific strategies for enhancing BHW programs and confirms position(s) and sites where the activities will be focused during the 2023-2024 school year. ● Benchmark data based on 2022-2023 school year compiled by June 1 for first progress report
<p>July 1, 2023 - December 31, 2023</p>	<ul style="list-style-type: none"> ● Develop and begin implementing training/professional development schedule for 2023-2024 ● Hire or contract for positions, and/or train or reassign school personnel to implement the intervention ● Implement screenings, including training, as identified ● Develop communications for students, staff, and parents regarding BHW program activities, as needed ● Convene program-related team meetings to strengthen coordination of work, as needed
<p>January 1, 2024 - June 30, 2024</p>	<ul style="list-style-type: none"> ● Implementation of activities continues

Timeline/LEAs	Intervention Design Components & Project Tasks
	<ul style="list-style-type: none"> ● Project team continues to attend training and/or coaching for maintenance/sustainability of Wellness Programs. ● Review/assess 2023-2024 school year impact of activities to determine refinements, potential expansion, re-alignment, etc. ● Compile information by June 1st for the third progress report, including 2023-2024 school year data as compared to baseline
<p>July 1, 2022 - December 31, 2024</p>	<ul style="list-style-type: none"> ● Implementation of activities begins for 2024-2025 school year begins; program activities expanded/scaled, as determined. ● Internal assessment of intervention impact and development of sustainability strategy for post-SBHIP implementation, as appropriate. ● Review/assess impact of activities; compile information for final outcomes report by Dec. 1, including data from first half of the 2024-2025 school year

Alameda County Project Plan 2: Expand Behavioral Health Workforce

Timeline D / LEAs	Intervention Design Components & Project Tasks
January 1, 2023 - June 30, 2023	<ul style="list-style-type: none"> ● A key component during this first six-month phase will be planning time for these LEAs to further hone their strategy for integrating this intervention into their overall social-emotional, behavioral health and wellness programs – and to best align with LEA staffing and recruitment calendars, including: <ul style="list-style-type: none"> ○ Exploring participation in a School-Based Community Health Worker (SBCHW) model project. (See more details in “Timeline C” ○ Reviewing current internship program, and identifying elements and partners needed for successful expansion ○ Reviewing current Student Peer to Peer program, including identifying any needed elements for expansion, and priority sites ○ Further assessing specific school site needs, and ○ Further exploration of potential sustainability pathways for specific position(s) ● Following the internal planning process: Update specific strategy for expanding behavioral health workforce through interns, SBCHWs, Student Peers, and/or other positions <ul style="list-style-type: none"> ○ Confirm position(s) and site(s) for the 2023-2024 school year ● Job descriptions created/revised, and/or partners, CBOs, universities, etc., secured/contracted with for positions, as appropriate ● Planning and program development for Student Peer-to-Peer expansion ● LEAs opt into SBCHW project; specific project timelines developed and agreements in place to implement, as appropriate ● Benchmark data based on 2022-2023 school year compiled by June 1 for first progress report
July 1, 2023 - December 31, 2023	<ul style="list-style-type: none"> ● LEAs (and/or partners) post, recruit and hire for interns, peer program staff, and/or other expanded positions – new positions in place for 2023-2024 school year <ul style="list-style-type: none"> ○ In the event of unsuccessful recruitment, re-post position(s) ● Ensure appropriate mechanisms in place for required supervision for interns

Timeline D / LEAs	Intervention Design Components & Project Tasks
	<ul style="list-style-type: none"> ● Onboarding and training for new positions; including integration with COSTs, behavioral health team, etc., for providing services, as appropriate ● Professional development for teachers and staff at sites implementing the student peer-to-peer program ● Recruitment and training of new students for peer-to-peer program <ul style="list-style-type: none"> ○ Review and revise current referral process, as needed, to include interns ● Ongoing implementation of SBCHW model (based on additional timeline that will be provided) if participation is confirmed
<p>January 1, 2024 - June 30, 2024</p>	<ul style="list-style-type: none"> ● Ongoing work carried out through expanded positions <ul style="list-style-type: none"> ○ Additional training for interns and/or other expanded positions, as needed ● Review/assess 2023-2024 school year impact of new positions to determine program improvements, potential expansion, re-alignment, etc. <ul style="list-style-type: none"> ○ Recruit/add for additional positions for 2024-2025 school year, as determined ● Compile information by June 1 for third progress report, including 2023-2024 school year data as compared to baseline ● Ongoing implementation of student peer-to-peer program, and identification of expansion plans for 2024-2025 school year ● Recruitment of new students for Peer Assistance Class for fall 2024 classes (HUSD) ● Ongoing implementation of SBCHW model (based on additional timeline that will be provided) if participation is confirmed <ul style="list-style-type: none"> ○ 2023-2024 school year data for SBHCHW model project compiled, as appropriate
<p>July 1, 2022 - December 31, 2024</p>	<ul style="list-style-type: none"> ● Ongoing work of interns and/or other expanded positions <ul style="list-style-type: none"> ○ Any new staff trained and integrated into team, as appropriate ○ Interns participate in additional cohort professional development opportunities, as identified ● Ongoing training for staff; recruitment and training for new cohort of student peers

Timeline D / LEAs	Intervention Design Components & Project Tasks
	<ul style="list-style-type: none">● Ongoing implementation of SBCHW model (based on additional timeline that will be provided) if participation is confirmed● Internal assessment of intervention impact and development of sustainability strategy for post-SBHIP implementation, as appropriate● Compile information for final outcomes report by Dec. 1, including first half of the 2024-2025 school year data as compared to prior year and baseline

Alameda County Project Plan 3: Culturally Appropriate and Targeted Populations

Timeline/LEAs	Intervention Design Components & Project Tasks
January 1, 2023 - June 30, 2023	<ul style="list-style-type: none"> ● Planning and development: <ul style="list-style-type: none"> ○ Identify district team members and roles for carrying out the intervention ○ Teams review data and needs and confirm one or more target populations ● Assess and confirm corresponding strategies and tactics for target populations, as appropriate: <ul style="list-style-type: none"> ○ Identify training/PD components and develop a schedule for the 2023-2024 school year ○ Identify/develop position job descriptions ○ Inventory existing communications materials/resources for cultural and linguistic relevance and to identify gaps <ul style="list-style-type: none"> ○ Identify approach to obtaining input from/about target populations about needs, preferred communication methods, etc. ● Explore/identify potential collaborative approaches with other LEAs and/or organizations/agencies/firms to help develop and advance key strategies and tactics, as appropriate ● Report a baseline for measurements based on 2022-2023 school year, including current inventory and reach of BH-specific materials/activities for the target populations; and number of participants in relevant training, workshops or professional development ● Compile information by June 1 for first progress report
July 1, 2023 - December 31, 2023	<ul style="list-style-type: none"> ● Begin implementation of specific strategies, as appropriate: <ul style="list-style-type: none"> ○ Recruit and hire/contract for positions, as appropriate; onboarding and training for new positions ○ Identify learning objectives and develop a schedule for the 2023-2024 school year of relevant training, professional development and/or workshops, and begin implementing ○ Identify initial resources and materials to be developed, identify staff, partners and/or contractors to advance the work, begin development; ensure steps for engaging target populations in resource development

Timeline/LEAs	Intervention Design Components & Project Tasks
	<ul style="list-style-type: none"> ● Participate in informal “community of practice” exchanges with SBHIP-partnering LEAs to inform strategies and actions ● Compile information by Dec. 1 for second progress report
<p>January 1, 2024 - June 30, 2024</p>	<ul style="list-style-type: none"> ● Ongoing implementation of strategies and tactics for identified target populations, as appropriate: <ul style="list-style-type: none"> ○ Continue following training/PD schedule; assess impact of year one training/PD, and develop new schedule for 2024-2025 school year ○ Ongoing work of new positions; review/assess year one impact of new positions to determine potential expansion, re-alignment, etc.; recruit/add additional positions, as determined ○ Begin dissemination of initial materials and resources and activation of events, outreach, etc.; continued development of additional materials and resources; ensure steps for engaging target populations in dissemination and activation ● Solicit feedback from target populations on 2023-2024 activities ● Identify additional target populations to focus on for 2024-2025 school year, as needed and as capacity enables ● Participate in informal “community of practice” exchanges with SBHIP-partnering LEAs to inform strategies and actions ● Compile information by June 1 for third progress report, including 2023-2024 school year data as compared to baseline
<p>July 1, 2022 - December 31, 2024</p>	<ul style="list-style-type: none"> ● Implementation of strategies and tactics for identified target populations, as appropriate: <ul style="list-style-type: none"> ○ Identify training components, develop a schedule for the 2024-2025 school year, and begin implementing ○ Disseminate new materials and resources, and activate additional events, outreach, etc. ○ Ongoing work of new positions ● Assess intervention effectiveness and develop sustainability strategy for continuing, as appropriate ● Compile information for final outcome report by Dec. 1, including first half of the 2024-2025 school year data as compared to prior year and baseline

Alameda County Project Plan 4: Building Stronger Partnerships to Increase Access to Medi-Cal Services

Timeline/LEAs	Intervention Design Components & Project Tasks
January 1, 2023 - June 30, 2023	<ul style="list-style-type: none"> ● LEAs confirm their Learning Exchange (LE) leads ● LE representatives from other partners including CBOs identified (for LEA/CBO teams, if appropriate) ● Year One schedule of convenings established (approximately every two months) ● HCSA, ACOE and MCPs identify and contract with facilitator/firm to plan and conduct convenings; TA consultant(s)/firm also identified and contracted with (if different) ● Initial LE convenings ● LE operating protocols developed ● LE members identify priority issues/projects for Year One collaboration (i.e., removing barriers; addressing data disconnects; improving processes for Medi-Cal identification, eligibility, referrals, and navigation; etc.) ● Data compiled for first bi-quarterly report
July 1, 2023 - December 31, 2023	<ul style="list-style-type: none"> ● LE convenings continue (approximately every two months) <ul style="list-style-type: none"> ○ Review Medi-Cal billing options and models ○ Updates for LE members on latest BH funding landscape ● Advance one or more agreed upon priority collaborative projects ● TA for each LEA to conduct Medi-Cal billing capacity/structures/options scan <ul style="list-style-type: none"> ○ In combination with partnering CBOs, wherever possible ● TA/working session to review criteria for closed loop referral systems ● Collective exchange of information from LEA scans ● Data compiled for second bi-quarterly report
January 1, 2024 - June 30, 2024	<ul style="list-style-type: none"> ● LE convenings continue (approximately every two months) ● Review/assess Year One collaborative priorities and actions and refine/expand to advance one or more additional priorities. ● Review/discuss new school-linked fee schedule and implications/opportunities ● Determine potential collaborative, centralized approaches/models for billing

Timeline/LEAs	Intervention Design Components & Project Tasks
	<ul style="list-style-type: none"> ● TA/training for creating “Sustainability Roadmaps” <ul style="list-style-type: none"> ○ LEAs-CBOs determine billing approach/model, capacities and structures needed, etc. ○ TA/training to support approach/model ● TA/working session to strengthen closed loop referral systems ● Contracts, MOUs entered into with MCPs ● Data compiled for third bi-quarterly report
<p>July 1, 2022 - December 31, 2024</p>	<ul style="list-style-type: none"> ● LE convenings continue (approximately every two months) ● Additional priority collaborative project(s) completed ● Ongoing TA/training to support LEAs-CBOs in completing “Sustainability Roadmaps” ● Common templates, tools, etc. developed and shared as identified ● Contracts, MOUs entered into with MCPs ● Evaluation of LE’s work and determine needs/capacity for ongoing engagement. ● Data compiled for final outcomes report

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