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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 and Student Services Department

Meeting Date June 25, 2025

Subject Memorandum of Understanding – Alameda County Office of Education – School-linked Partnership and Capacity Grant - Community Schools and Student Services Department

Ask of the Board Approval by the Board of Education of a Memorandum of Understanding by and between the District and the Alameda County Office of Education (ACOE), Hayward, CA, with the District receiving an amount not to exceed \$1,372,730.00, to enable the ACOE and the District to implement the School-linked Partnership and Capacity Grant defined by Children and youth Behavioral Health Initiative (CYBHI) in the Department of Health Care Services and focus on expanding access to behavioral health programs and services for Oakland Unified School District students by implementing the new fee schedule model, as described in the MOU, incorporated herein by reference as though fully set forth, via the Community Schools and Student Services Department, for the period of June 25, 2025 through June 30, 2026.

Background California is implementing the Children and Youth Behavioral Health Initiative (CYBHI); and as part of CYBHI, the Department of Health Care Services (DHCS) has authorized the awarding of the School-Linked Partnership and Capacity Grants Program that has three primary goals: 1. Increase the number of Local Education Agencies (LEAs) who meet the operational readiness requirements needed to join the behavioral health provider network and utilize the fee schedule. 2. Increase availability, equity, and range of behavioral health services in schools or school-linked settings by augmenting LEAs' capabilities and capacity. 3. Develop or enhance collaborative infrastructure across LEAs, Medi-Cal and commercial managed care plans (MCPs), county behavioral health departments, and community-based organization (CBO) providers that focus on child and youth behavioral wellbeing.

Discussion	OUSD will implement the School-linked Partnership and Capacity Grant under this Agreement with ACOE. OUSD will implement the Capacity Building Grant defined by Children and Youth Behavioral Health Initiative (CYBHI) in the Department of Health Care Services and focus on expanding access to behavioral health programs and services for OUSD students by implementing the new fee schedule model.
Fiscal Impact	OUSD will receive \$1,372,730.00 for implementation of the activities outlined in the MOU.
Attachment(s)	<ul style="list-style-type: none">● Grant Management Face Sheet● Memorandum of Understanding



OUSD Grants Management Face Sheet

Title of Grant: School-linked Partnership and Capacity Grant	Funding Cycle Dates: June 25, 2025 - June 30, 2026
Grant's Fiscal Agent: (contact's name, address, phone number, email address) Alysse Castro 313 West Winton Ave, Hayward, CA 94544 510-670-4140 acastro@acoe.org	Grant Amount for Full Funding Cycle: \$1,372,730.00.
Funding Agency: Alameda County Office of Education	Grant Focus: School-linked Partnership and Capacity Grant under this Agreement with ACOE. OUSD will implement the Capacity Building Grant defined by Children and Youth Behavioral Health Initiative (CYBHI) in the Department of Health Care Services and focus on expanding access to behavioral health programs and services for OUSD students by implementing the new fee schedule model.
List all School(s) or Department(s) to be Served: Oakland Unified School District	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	Grant will support increased mental health for students, leading to increased ability to access academics.
How will this grant be evaluated for impact upon student achievement? (Customized data design and technical support are provided at 1% of the grant award or at a negotiated fee for a community-based fiscal agent who is not including OUSD's indirect rate of 3.25% in the budget. The 1% or negotiated data fee will be charged according to an Agreement for Grant Administration Related Services payment schedule. This fee should be included in the grant's budget for evaluation.)	Grant will be evaluated based on meeting deliverables and increasing the number of behavioral health services available for students. Reports will be made to state as needed.
Does the grant require any resources from the school(s) or district? If so, describe.	NA
Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU? (If yes, include the district's indirect rate of 3.25% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	NA
Will the proposed program take students out of the classroom for any portion of the school day? (OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.)	NA

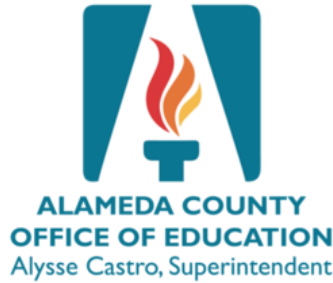
<p>Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)</p>	<p>Community Schools and Student Services Department Oakland Unified School District 1011 Union Street, Site 922, Oakland, CA 94607 510.879.2901 Andrea.Bustamante@ousd.org</p>
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Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal/Administrator	Andrea Bustamante		5/29/2025
Chief Academic Officer	Sondra Aguilera	<div>Signed by:  <small>B072CB8033AD408...</small></div>	5/29/2025

Grant Office Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Fiscal Officer	N/A		
Superintendent	Kyla Johnson-Trammell		



MOU / Interagency Agreement Components
School-linked Partnership and Capacity Grant
2024

PURPOSE:

The purpose of this Memorandum of Understanding (MOU) is to enable Alameda County of Education ("ACOE") and Oakland Unified School District ("LEA") to enter into an interagency agreement on the disbursement and use of funds from the School-Linked Partnership and Capacity Grant; and detail the roles and responsibilities of ACOE and LEA. County Offices of Education (COEs) will work in collaboration with their LEAs as LEAs determine their priority funding activities. This MOU will detail the roles and responsibilities of ACOE and LEA in the grant program. Work funded by the grant program will be informed by other work LEA has done to build school-based mental health and wellness services, and the grant program may supplement such prior work and services. California is implementing the Children and Youth Behavioral Health Initiative (CYBHI); and as part of CYBHI, the Department of Health Care Services (DHCS) has authorized the awarding of the School-Linked Partnership and Capacity Grants Program that has three primary goals: 1. Increase the number of Local Education Agencies (LEAs) who meet the operational readiness requirements needed to join the behavioral health provider network and utilize the fee schedule. 2. Increase availability, equity, and range of behavioral health services in schools or school-linked settings by augmenting LEAs' capabilities and capacity. 3. Develop or enhance collaborative infrastructure across LEAs, Medi-Cal and commercial managed care plans (MCPs), county behavioral health departments, and community-based organization (CBO) providers that focus on child and youth behavioral wellbeing.

Alameda County has a centralized model available for all LEAs. All consortium members will have access to onboarding support, provider network management services, data warehousing, electronic health records system, claims submission services, and audit support services from the Alameda County Office of Education.

To opt-out of the consortium model, please check the box below:

- ☐ LEA is not part of the centralized model with ACOE in regards to the School-linked Partnership and Capacity Grant and Fee Schedule Implementation. LEA understands that choosing to opt out of the consortium means they will not utilize the county office's billing infrastructure inclusive of data warehousing, electronic health record system, and/or claims submission services. LEA will have access to some but not all technical assistance services available. LEA understands that choosing to opt out of the

consortium does not affect their eligibility for School-linked Partnership Capacity Grant Funding. LEAs not participating in the centralized model must meet all of the criteria and complete all of the deliverables as set forth in this agreement.

TERM:

This MOU shall become effective upon the date of execution by both the parties and shall continue until June 30, 2026. Funding of this agreement is contingent upon appropriation and availability of funds and successfully executed deliverables. The terms of this MOU may be modified to reflect terms in the Grant Administrator contract between ACOE and Sacramento County Office of Education ("SCOPE").

SCOPE OF SERVICES:

ACOE Shall

- 1) ACOE shall use its grant funds to advance fee schedule readiness within the COE and LEAs within our jurisdiction, including charter schools. To implement the grant program, ACOE will:
 - a) Maintain effective communication with LEA and provide LEA with timely notification of any significant updates.
 - b) Assess countywide needs based on the COE and LEA Implementation Plans to provide supports for the following:
 - i) Operational Readiness
 - (1) Tier 1: Facilitate Learning Exchanges as an avenue to provide training, technical assistance, and general updates.
 - (2) Tier 1: Publish a regular Billing Bulletin as a written record of general updates, communicating deadlines for deliverables.
 - (3) Tier 1: Hold Learning Exchanges for general updates.
 - (4) Tier 2: Hold Billing office hours for drop-in support.
 - (5) Tier 3: Provide cohort-specific and individualized Training and Technical Assistance with LEA as needed based on self-report or reporting data.
 - (6) Execute an MOU with Grant Administrator, Santa Clara County Office of Education and Sacramento County Office of Education.
 - (7) Complete a COE Baseline Survey for the School-Linked Partnership and Capacity Grant.
 - (8) Complete MOU with Grant Administrators for the School-Linked Partnership and Capacity Grant.
 - (9) Create a COE Implementation Plan
 - (10) Participate in compliance efforts related to reporting for the Comply with reporting efforts related to the School-Linked Partnership and Capacity Grant.
 - ii) Service Delivery Infrastructure and Capacity Building
 - (1) Create and clarify service delivery processes and procedures to include language from the Fee Schedule.
 - (2) Share all resources related to service delivery
 - (3) Hire relevant and necessary staffing to provide capable and timely support.
 - (4) Creating a School Health Steering Committee to grow the portfolio of behavioral health services offered, including school-based and school-linked services to students.
 - (5) Offer training to staff to deliver evidence-based interventions.

- (6) Support the creation and growth of Wellness Centers.
- iii) Data Collection and Documentation
 - (1) Model and document clearly defined policies and protocols for collecting, storing, and transmitting information to the State's Third party Administrator (TPA).
 - (2) Confirm that each LEA has comprehensive policies and procedures in place that are consistent with FERPA and HIPAA regulations regarding collection, storage, and transmission of data related to behavioral health services.
 - (3) Build and maintain a Data Warehouse to store all school health-related information from the LEA transferred via the LEA's preferred data source using a Secure File transfer Protocol (SFTP).
 - (4) Develop and implement a centralized school-based Electronic Health Record system (EHR) through the purchase of software, technology, and relevant consulting services.
 - (5) Hire staff to operate data systems.
- iv) Billing Infrastructure
 - (1) Hire staff to operate claim filing.
 - (2) Become a Third Party Administrator for LEA BOP
 - (3) Provide claims submission services for LEAs in Alameda County who enter into a Billing Services Agreement.
 - (4) Provide Compliance support for all claims.
 - (5) Implementation of Electronic Health Record System available to all LEAs in Alameda County who opt in and enter into the necessary service agreements.
- v) Grant Administration Support
 - (1) Provide resources and consultancy support for completion of grant administrative components and deliverables.
 - (2) Collect and review LEA implementation plans.
 - (3) Provide training on completion of grant administrative deliverables including writing and submission of reports.
 - (4) Disburse funds to LEAs based on LEA implementation plan deliverables completed.
 - (5) Monitor each LEA's progress toward operational readiness for adopting the multi-payer fee schedule using a joint tracking document - "LEA Checklist." (Appendix
 - (6) Share available resources from Grant Administrators including, but not limited to document templates, samples, and links.
- vi) Resources and Support
 - (1) Provide Training and Technical Assistance and share a calendar of events.
 - (2) Develop and/or provide resource tools (ex. cost estimator calculator).

LEA shall

- 2) LEA shall successfully execute the following grant deliverables as it relates to Fee Schedule Operational Readiness:
 - a) Grant-related Deliverables
 - i) Complete LEA Baseline Survey for the School-Linked Partnership and Capacity Grant.
 - ii) Complete MOU with ACOE for the School-Linked Partnership and Capacity Grant.

- iii) Complete LEA Implementation Plan for the School-Linked Partnership and Capacity Grant.
- iv) Comply with reporting efforts related to the School-Linked Partnership and Capacity Grant.
- v) Attend Training and Technical Assistance hosted by ACOE and DHCS.
- b) Medi-Cal Enrollment
 - i) Enroll as a Medi-Cal provider.
 - ii) Obtain a National Provider Identifier (NPI).
- c) Service Delivery Infrastructure and Capacity Building
 - i) Create and share a list of designated providers/practitioners and the services they provide using the Billing Maximization Assessment
- d) Data Collection and Documentation
 - i) One-time submission of a list of documentation tools and work flow of billing processes and procedures.
 - ii) Submit a fully executed Data Sharing Agreement with ACOE.
 - iii) Complete the SFTP establish form to DHCS.
 - iv) Share flat file (CSV) of identified student data based on the Data Sharing Agreement with ACOE for nightly ingestion into the Data Warehouse.
 - v) Identify data field(s) to be added to data source for insurance data collection.
 - vi) Review "Joint Guidance on the application of FERPA and HIPAA to student health records" document.
 - vii) Finalize consent forms and other notifications required for billing, which include but are not limited to billing participation, release of information, note structure, notice of privacy practices, insurance collection, etc.
- e) Billing Infrastructure
 - i) Complete an application with DHCS.
 - ii) Designate a Billing Coordinator for the district.
 - iii) Review CYBHI Fee Schedule Guidance document.
 - iv) Sign Provider Participation Agreement.
 - v) Sign Data Use Agreement (DUA) with Carelon and ACOE.
 - vi) Create and share a document detailing the LEA's current billing infrastructure to include but not limited to vendor, auditing processes, HIPAA/FERPA compliance, etc.
 - vii) Ensure all designated providers/practitioners are enrolled as a Medi-Cal provider.

COMPENSATION:

In exchange for the support and services to be provided under the terms and conditions of this Agreement, ACOE shall pay LEA a direct allocation totaling \$1,372,730.00.

Oakland USD	AMOUNT
Milestone #1: LEA Baseline Survey Deliverable	
Completed Baseline Survey due to AOCE via Qualtrics by August, 22, 2024	N/A
Milestone #2: LEA Implementation Plan	N/A

Completed Implementation Plan due to ACOE via Qualtrics by January 31, 2025	
<p>Milestone #3: Memorandum of Understanding Funds: 50% of funds released upon completion of Milestones #1, 2 & 3 and approved invoice.</p> <p>Completed MOU due to ACOE by January 31, 2025 Invoice due to ACOE by February 7, 2025</p>	\$686,365.00
<p>Milestone #4: Deliverables completed and Progress Report #1 Date Range: covering work from July 1, 2024 - December 31, 2024</p> <p>Complete 3-5 Required Deliverables in any combination from the following categories on the on the LEA Checklist and submit relevant documentation: Required DHCS Prerequisites; Application for Fee Schedule; Agreements with DHCS, Carelon, and ACOE; LEA Onboarding to Fee Schedule by DHCS; Technical Integration and Systems Changes; and Operationalizing Billing.</p> <p>Completed Progress Report #1 due to ACOE by January 15, 2025</p>	N/A
<p>Milestone #5: Deliverables completed and Progress Report #2 Date Range: Covering work from Jan 1, 2025 - June 30, 2025 Funds: 40% of funds released upon completion of Milestone #5 and approved invoice.</p> <p>Complete 3-5 Required Deliverables in any combination from the following categories on the on the LEA Checklist in addition to what was reported complete in the previous progress report(s) and submit relevant documentation: Required DHCS Prerequisites; Application for Fee Schedule; Agreements with DHCS, Carelon, and ACOE; LEA Onboarding to Fee Schedule by DHCS; Technical Integration and Systems Changes; and Operationalizing Billing</p> <p>Completed Progress Report #2 due to ACOE by July 15, 2025 Invoice due to ACOE by July 22, 2025</p>	\$549,092.00
<p>Milestone #6: Deliverables completed and Progress Report #3 Date Range: Covering work from July 1, 2025 - December 31, 2025 Funds: 10% of funds released upon completion of Milestone #6 and approved invoice.</p> <p>Complete 3-5 Required Deliverables in any combination from the following</p>	\$137,273.00

categories on the on the LEA Checklist in addition to what was reported complete in the previous progress report(s) and submit relevant documentation: Required DHCS Prerequisites; Application for Fee Schedule; Agreements with DHCS, Carelon, and ACOE; LEA Onboarding to Fee Schedule by DHCS; Technical Integration and Systems Changes; and Operationalizing Billing	
Complete Required Progress Report #3 due to ACOE by January 15, 2026 Invoice due to ACOE by January 22, 2026	
Milestone #7: Final Report Date Range: Covering work from January 1, 2026 - June 30, 2026 Complete 3-5 Required Deliverables in any combination from the following categories on the on the LEA Checklist in addition to what was reported complete in the previous progress report(s) and submit relevant documentation: Required DHCS Prerequisites; Application for Fee Schedule; Agreements with DHCS, Carelon, and ACOE; LEA Onboarding to Fee Schedule by DHCS; Technical Integration and Systems Changes; and Operationalizing Billing	
Completed Final Progress Report due to ACOE by July 15, 2026	N/A
Grand Total	\$1,372,730.00

ACOE will make a single payment equaling fifty percent (50%) of the funding amount upon execution of the grant agreement and completion of the implementation plan. ACOE will release funds according to the above compensation schedule in arrears upon completion of milestones and receipt of Progress Reports.

INSURANCE:

During the term of this M.O.U., ACOE shall provide to LEA, and LEA shall provide to ACOE, a current certificate of policy evidencing its comprehensive and general liability insurance coverage in a sum not less than \$2,000,000 aggregate and \$1,000,000 per occurrence. ACOE shall also provide LEA, and LEA shall also provide ACOE, with a written endorsement naming the other party as an additional insured, and such endorsement shall also state "Such insurance as afforded by this policy shall be primary, and any insurance carried by ACOE OR LEA shall be excess and noncontributory." Any and all insurance coverage may be provided by a (JOINT POWERS AUTHORITY OR OTHER) Self-Insurance program. Coverage shall provide notice to the additional insured of any change in or limitation of coverage or cancellation of the policy no less than thirty (30) days prior to the effective date of the change, limitation or cancellation.

INDEMNIFICATION:

- A. Insofar as permitted by law, ACOE shall assume the defense and hold harmless LEA and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of the sole fault or negligence of ACOE, its officers, agents or employees.
- B. Insofar as permitted by law, LEA shall assume the defense and hold harmless ACOE and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of any harm to person(s) or property received or suffered by reason of the sole fault or negligence of LEA, its officers, agents or employees.
- C. It is the intent of the ACOE and LEA that where negligence or responsibility for any harm to person(s) or property is determined to have been shared, the principles of comparative negligence shall be followed and each party shall bear the proportionate cost of any liability, damages, costs, or expenses attributable to that party.
- D. ACOE and LEA agree to notify the other party of any claims, administrative actions, or civil actions determined to be within the scope of this Agreement within ten (10) calendar days of such determination. ACOE and LEA further agree to cooperate in the defense of any such actions. Nothing in this Agreement shall establish a standard of care for or create any legal right for any person not a party to this Agreement.

TERMINATION/SUSPENSION:

This M.O.U. may be terminated without cause by either party upon thirty (30) days prior written notice to the other party. When required by law, this M.O.U. may be immediately suspended by either party upon notice to the other party; any such suspension shall not extend the term of this M.O.U.

NON-DISCRIMINATION:

No person shall be subjected to discrimination on the basis of disability, gender, gender identity, gender expression, nationality, race, or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code in any program or activity conducted by an educational institution that receives, or benefits from, state financial assistance or enrolls pupils who receive state student financial aid.

NOTICES:

Any notice required to be given by the terms of this M.O.U. shall be deemed to have been given when the same is personally delivered or sent by first class mail, postage prepaid, addressed to the respective parties as follows:

To ACOE:	Alameda County Office of Education 313 West Winton Avenue Hayward, CA 94544 ACOE Contact Name: Dr. Chaun Powell Contact Email Address: cpowell@acoe.org
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To LEA: Oakland Unified School District
1000 Broadway Suite 300
Oakland, CA 94607
Oakland Contact Name: Kyla Johnson-Trammell
Contact Email Address: superintendent@ousd.org

INTEGRATION:

This M.O.U. represents the entire and integrated agreement between ACOE and LEA, and supersedes all prior negotiations, representations, or agreements, either written or oral. This M.O.U. may be amended only by written instrument signed by the duly authorized representatives of ACOE and LEA.

REPRESENTATION OF AUTHORITY:

The undersigned hereby represent and warrant that they are authorized by the respective parties to execute this M.O.U.

IN WITNESS WHEREOF, ACOE and LEA have executed this M.O.U. as of the date first above written.

ALAMEDA COUNTY OFFICE
OF EDUCATION

(Superintendent Signature)
Allan Garde
Associate Superintendent of Business Services

Printed Name and Title

Date: _____

Oakland Unified School District

Name: Jennifer Brouhard
Title: President, Board of Education


Sign:  Date: 6/26/2025


(Superintendent Signature)
Kyla Johnson-Trammell

Printed Name and Title

Date: 6/26/2025

Approved As To Form by OUSD Legal Department

 04/25/25

Roxanne De La Rocha, Staff Attorney