MASTER AGREEMENT BETWEEN THE SAN LEANDRO UNIFIED SCHOOL DISTRICT AND THE COUNTY OF ALAMEDA RELATED TO SCHOOL-BASED SUPPORT SERVICES

This Agreement is made and entered into by and between the San Leandro Unified School District ("DISTRICT") and the County of Alameda ("COUNTY").

RECITALS

Whereas the DISTRICT is a public entity dedicated to providing quality education to the children of San Leandro, California; and dedicated to ensuring student success through a systemic approach which integrates both school and non-school supports to enable children to thrive at school, home and in their community.

Whereas the COUNTY is a political subdivision of the State of California, and includes the Alameda County Health Care Services Agency ("ACHCSA") and the Alameda County Social Services Agency ("SOCIAL SERVICES"); and

Whereas the COUNTY, through ACHCSA, provides a broad range of services, through its Public Health Department ("PUBLIC HEALTH"), Behavioral Health Care Services ("BEHAVIORAL HEALTH"), Center for Healthy Schools and Communities ("CHSC") and other departments, that include integrated health care services within the context of managed care, behavioral health, public health, community health and a private/public partnership structure that ensures optimal health and well-being and respects the diversity of the community; and

Whereas the COUNTY, through SOCIAL SERVICES, identifies youth and families who are eligible for enrollment and re-enrollment into public benefit programs; and SOCIAL SERVICES supports the intentions around collaboration and partnership with school districts for health and wellness of students, families and communities, SOCIAL SERVICES will separately create specific data sharing agreements for mutually agreed endeavors; and

Whereas the overall goal of school based health and wellness services is to build partnerships between the education and health care communities to offer students who are most vulnerable enhanced access to health and supportive services. These comprehensive health and wellness services include, medical, behavioral health, health education and promotion, dental, injury prevention, youth and career development, technical assistance and public health coordination, and coordination with SOCIAL SERVICES; and

Whereas the DISTRICT and COUNTY understand that school based health and wellness services are increasingly recognized as an effective strategy for meeting the health care needs of youth, because they utilize a comprehensive approach to health care through focus on the early identification of risk factors and addressing the student's immediate physical and emotional needs. School based health and wellness services also promote

long-term health and wellness by helping young people avoid unhealthy behaviors that lead to serious health consequences in adulthood. An accessible and convenient source of health services on a public school campus can help remove barriers to learning and thereby increase students' academic success; and

Whereas the DISTRICT and COUNTY understand that students who are in good physical and emotional health demonstrate improved concentration and attendance, resulting in improved academic performance. Since the DISTRICT desires to improve the educational environment of its students and facilitate learning in a healthy and safe environment, the DISTRICT and COUNTY desire to enter a partnership to offer school based health and wellness services to DISTRICT students in order to foster learning and healthy development among the children of San Leandro; and

Whereas the DISTRICT and COUNTY recognize the importance of a coordinated system of school health programs to maximize resources, reduce duplication and ensure quality of services to address the health needs of as many students as possible; and.

Whereas the DISTRICT and COUNTY desire to establish or augment school based health and wellness services.

NOW THEREFORE THE PARTIES AGREE:

1. Agreement

This Agreement sets forth the obligations of the parties in support of school based health and wellness services, formalizing and enhancing existing service provisions to students in the San Leandro Unified School District. This Agreement may be amended by a writing signed by both parties.

The DISTRICT and COUNTY agree to work in partnership to foster communication and eliminate fragmentation between DISTRICT and COUNTY programs.

The DISTRICT and COUNTY agree to work together and, where possible, share data and other information to facilitate eligibility and application for funding and joint program planning to create a comprehensive continuum of health services and programs in DISTRICT schools.

2. Term of Agreement.

The term of this agreement shall be from July 1, 2016 to June 30, 2021, unless terminated by either party as set forth herein. This agreement shall be reviewed annually, and each party will provide a status report to their respective governance bodies.

3. Health and Wellness Services

School based, school linked health and wellness services are programs that promote the overall health and wellbeing of students, including medical services, behavioral health services, nutrition services, health education and promotion services, dental services, injury prevention, youth and career development, data and evaluation and other services (collectively "HWS"). HWS are offered by the DISTRICT and ACHCSA and its contract providers.

School Health Centers ("SHCs") are health clinics serving students and providing HWS as satellite or independently licensed sites of provider agencies. The provider agencies have contracts with ACHCSA to provide HWS on school sites throughout the DISTRICT.

School Based Behavioral Health Supports ("SBBHS") are services offered to students through ACHCSA staff and contract providers to promote the healthy social-emotional development of students; and to address behavioral health-related barriers to learning experienced by students; and to strengthen positive school climate and address behavioral health barriers. These HWS are provided at a variety of DISTRICT sites and through DISTRICT linked activities and programs.

4. COUNTY Obligations.

The ACHCSA will provide HWS, through its contract providers and other resources, to DISTRICT students at DISTRICT school sites. ACHCSA shall also offer DISTRICT support by the provision of consulting assistance and HWS expertise, including planning and coordination of HWS. COUNTY's obligation to provide any HWS and support is subject to the availability of resources, as determined by the COUNTY.

5. DISTRICT Obligations

DISTRICT shall fully participate and work with COUNTY (1) in developing coordinated and integrated school based services; (2) in developing partnerships with community based organizations to provide students access to a variety of services including but not limited to HWS; (3) on grant development, financial leveraging and resource deployment decisions that are directly related to the parties joint efforts with respect to providing health and support services; (4) in using best efforts to assign a HWS liaison at each school site in addition to assigning a DISTRICT person (5) in providing additional services related to each school-based health center as appropriate, subject to the availability of resources as determined by the DISTRICT; (6) in providing appropriate, safe and code-compliant workspace(s) and office equipment for ACHCSA staff and contractors at relevant school-based sites; (7) in completing the California Healthy Kids Survey every two years and, as appropriate, the School Climate module, the School Health Center Modules or other tools; and (8) in maintaining compliance with all fire laws and regulations including providing smoke detectors and fire extinguishers, inspected and calibrated annually by DISTRICT. For all DISTRICT property being used for SBHC's, DISTRICT shall obtain Fire Marshal clearance and licensure through the California Department of Public Health and ensure compliance with state and city fire codes. DISTRICT shall ensure that sites with SBHC facilities comply with state and city fire codes and include ACHCSA/subcontractor staff in school site safety and disaster plans and drills.

6. HWS - ACHCSA Scope of Work

The provision of services will vary from time to time due to factors such as resource availability, space and funding. Not all services and assistance will be available at all sites. ACHCSA's obligation to provide any HWS and support is subject to the availability of

resources, as determined by ACHCSA, however, it is anticipated that the following services will be provided by ACHCSA or its contract providers:

A. **Technical Assistance; Planning; Coordination**: The following is a list of services and professional assistance ACHCSA, or entities it contracts with, may provide for the planning and coordination of HWS.

(1) Provide the DISTRICT's Health Services school nursing unit with technical assistance through the office of the Alameda County Health Officer and PUBLIC HEALTH.

(2) Participate with DISTRICT health and wellness leads towards the development of an integrated continuum of HWS that are compatible with the needs and resources of DISTRICT and COUNTY.

(3) Recognize and respect the authority and autonomy of SLUSD health and wellness staff in their delivery of HWS.

(4) Work with DISTRICT to establish HWS for DISTRICT students.

(5) Provide technical assistance and expertise in HWS to the DISTRICT's development of health policies and practices. DISTRICT shall be responsible for such policies and practices and shall operate consistent therewith.

(6) If requested, participate in panel interviews for the hiring of DISTRICT staff related to HWS.

(7) Disclose relevant aggregate and individual information held by ACHCSA and/or its contract providers to DISTRICT as set forth in the "INFORMATION SHARING" section of this Master Agreement and consistent with federal and state law.

(8) Require ACHCSA contractors working in schools who provide HWS to enter into an annual Letter of Agreement with the school site, in collaboration with District Liaison(s).

(9) Coordinate with designated DISTRICT representative to assist youth and families who have been identified as in need of health and wellness services and referred by Social Services to access those services.

(10) Direct subcontractors to work collaboratively with school nurses working on site, in order to ensure integration and seamless delivery of HWS for students.

(11) Provide DISTRICT annually with information on ACHCSA programs and services provided to SLUSD students and families. This directory will identify the provider, location and scope of each program or service.

(12) DISTRICT will inform ACHCSA and its subcontractors of, DISTRICT policies and practices related to non-medical programs and activities (e.g. field trips, classroom-based health education) which ACHCSA and its subcontractors will comply with.

B. Medical Services: The following is a list of medical services the ACHCSA, or entities it contracts with, may provide.

(1) First aid, triage and urgent care services

(2) Management of chronic conditions

(3) Public health nursing case management for eligible children and families. Eligibility for services may be determined by the funding source at the time of assessment or during provision of services.

(4) Comprehensive health assessments, e.g., well-child/teen exams, sports and school-entry physicals

(5) Reproductive health services, e.g., pregnancy testing, pregnancy options counseling, screening and treatment of sexually transmitted infections (STIs), routine female annual evaluations; birth control methods counseling, to the extent allowed by law

(6) Medical screening and management, which may include:

Laboratory testing

HIV Testing

Immunizations, e.g., vaccine distribution, screening and review of immunization records, training

Review of prescriptions and monitoring

Assured linkage to primary care physicians

Referrals to outside providers as appropriate

(7) SHC – Barbara Lee Center for Health and Wellness

C. **School Based Behavioral Health Care Services:** The following is a list of direct services and capacity building related to behavioral health that ACHCSA, or entities it contracts with, may provide.

(1) Direct Services

i. Individual, group, family, milieu counseling

ii. Intake/assessment

iii. Parent & caregiver outreach & support

iv. Crisis response and intervention

v. Case management

vi. Substance abuse counseling and treatment

vii. Linkages to psychiatry

viii. Day treatment services either defined as 3 hours (rehab) or 4 hours (intensive) of services in a special education classroom by a social worker, mental health aide, and special education teacher

ix. Counseling Enriched Special Day Class defined as 3-4 hours of individual, group or family mental health services daily in a special education class provided by a psychiatric social worker who helps students and staff with behavior management

x. Positive school climate intervention

(2) Capacity Building

i. Mental health consultation

ii. SBBH policies and procedures

iii. Coordinate and cultivate SBBH partnerships and SBBH needs and assets

D. **Health Coverage and Public Benefits:** The following is a list of services and programs that ACHCSA, or entities it contracts with, may provide to students in the areas of health coverage and public benefits.

(1) Eligibility and outreach

(2) Health Insurance enrollment services

(3) Retention services

E. **Health and Nutrition Education & Promotion Services**: The following is a list of services and programs that ACHCSA, or entities it contracts with, may provide to students in the areas of health and nutrition education.

(1) Individual counseling

(2) Group counseling and support groups

(3) Classroom presentations as approved by DISTRICT. All classroom presentations will be coordinated through the Site Administrator or designated liaison.

(4) School-wide assemblies and other events in coordination with the DISTRICT through the school site administrator.

(5) Peer education

(6) Coordinate with DISTRICT to enhance nutrition programs, e.g., assessments, counseling, and education in and after school, enrollment of students in DISTRICT's free/reduced school breakfast/lunch programs.

(7) Coordinate with DISTRICT to enhance physical education and recreational activities in and after school.

F **Dental Services:** The following is a list of services and programs that ACHCSA or entities it contracts with, may provide related to dental health.

(1) Dental screening, cleaning, fluoride and sealant provisions and treatment

(2) Dental education and instruction

G **Injury Prevention**: The following is a list of services and programs that ACHCSA, or entities it contracts with, may provide or arrange for related to education students the prevention of injuries.

(1) Bicycle and helmet education and demonstration

(2) Violence prevention activities, which may include , conflict mediation and resolution, case management, training, and crisis de-escalation

H. **Youth & Career Development**: The following is a list of services and programs that ACHCSA, or entities it contracts with, may provide or arrange for related to the areas of youth and career development.

(1) Involve students in conducting participatory research and evaluation

(2) Service/experiential learning

(3) Internships/externships with businesses and organizations in the community

(4) Arts, media, and expression programming

I. **Other Services:** The following are other services and programs that ACHCSA, or entities it contracts with, may provide or arrange for related to provision of HWS.

(1) Occupational and physical therapy based on physician diagnosis

(2) Coordination of health services

7. HWS - DISTRICT Scope of Work

The provision of services will vary from time to time due to factors such as resource availability, space and funding. Not all services and assistance will be available at all sites. The DISTRICT's obligation to provide any HWS and support is subject to the availability of resources, as determined by the DISTRICT; however, it is anticipated that the following services will be provided by the DISTRICT or its contract providers:

A. Technical and Material Obligations: The following is a list of services, materials and assistance the DISTRICT, or entities it contracts with, is responsible for providing for the planning and coordination of HWS.

(1) DISTRICT will provide permanent on-site workspace for providers of SHCS, SBBH, Early Periodic Screening, Diagnosis, and Treatment ("EPSDT") services. The work space will be mutually agreed upon by ACHCSA and DISTRICT and appropriate and accessible to all students and providers. If the work space selected is not adequate, in ACHCSA's determination, to deliver agreed upon services, ACHCSA may not provide HWS at that site.

(2) District liaison(s) will help negotiate space for other ACHCSA services and contractors as appropriate and available. ACHCSA and DISTRICT shall work cooperatively to ensure treatment of secure student health records are consistent with the HIPAA Privacy and Security Rules.

(3) Provide adequate telephone, facsimile and data lines for the use of ACHCSA and its contract providers that are compliant with HIPAA Privacy and Security Rules.

(4) Maintain equipment provided by DISTRICT including computers, printers, photocopiers and access to the network/student information system, either directly or through maintenance agreements with outside vendors.

B. Planning, Coordination, Administrative Obligations, and Personnel: The following is a list of services and assistance the DISTRICT, or entities it contracts with, is responsible for providing for the planning and coordination of HWS.

(1) Participate with COUNTY staff in the development of an integrated continuum of HWS that are compatible with the needs and resources of DISTRICT and COUNTY.

(2) Recognize and respect the authority and autonomy of ACHCSA and its contractors in their delivery of HWS.

(3) Facilitate and promote the coordination and partnership between DISTRICT school nurses and PUBLIC HEALTH by creating a seamless referral and follow-up system.

(4) If requested, participate in panel interviews for the hiring of COUNTY staff related to HWS.

(5) Disclose relevant aggregate and individual information held by DISTRICT to COUNTY or its contractors, as set forth in the "Information Sharing" section of this Master Agreement and consistent with federal and state law.

(6) DISTRICT school site will be responsible for designating a liaison to coordinate with providers of HWS and support coordination of services.

(7) Facilitate the development of Letters of Agreement between ACHCSA and its contractors and DISTRICT school administration, which will address issues including coordination of services, pull-out policies, space, facilities, communication and the like.

C. Services provided by DISTRICT to SHCs: The following is a list of services and assistance the DISTRICT is responsible for providing for the planning and coordination of HWS.

(1) Maintain the SHC facilities in accordance with all laws and regulations, including Occupational Safety and Health Administration ("OSHA") standards for medical clinics.

(2) Provide daily custodial services consistently and adequately either through the use of DISTRICT personnel or through alternative arrangements, however, any costs shall be the responsibility of DISTRICT. The COUNTY shall not be responsible for any costs, unless specifically agreed to in writing.

(3) Any school nurse and/or other DISTRICT health or support service provider located on a school site with an SHC will work collaboratively with the SHC pursuant to the Master Agreement (e.g. make appropriate referrals, maintain regular communication around coordination of services, etc.).

8. HWS – SOCIAL SERVICES Scope of Services

A. SOCIAL SERVICES will collaborate with the DISTRICT and/or ACHCSA to identify youth who are enrolled in SOCIAL SERVICES eligibility programs (CalWORKs, Cal-Learn, CalFresh, and Medi-Cal), and are enrolled in DISTRICT, to enroll and retain eligibility benefits.

B. Health Coverage and Public Benefits: The following is a list of services and programs that SOCIAL SERVICES, or entities it contracts with, may provide to students in the areas of health coverage and public benefits:

(1) Eligibility and outreach;
(2) Health Insurance enrollment services;
(3) Retention services

C. SOCIAL SERVICES shall coordinate with DISTRICT to enhance nutrition programs, e.g., eligibility and outreach, enrollment and retention services in DISTRICT's free/reduced school breakfast/lunch programs, and other public benefits programs, as appropriate.

D. SOCIAL SERVICES will identify staff to coordinate with identified DISTRICT staff regarding the transfer of student Directory and SOCIAL SERVICES data, per the specifications in a Data Sharing Agreement.

9. Coordination Mechanisms

A. COUNTY and DISTRICT agree to establish formal mechanisms for coordination in order to assist with the provision of HWS

B. COUNTY and DISTRICT designate CHSC on behalf of the COUNTY and Student Services on behalf of the DISTRICT as the co-leads to ensure coordination of HWS.

1) As such, CHSC and SLUSD's Student and Family Services Director will co-convene monthly meetings to facilitate coordination, joint decision making, funding collaboration, and implementation of quality programming between the two parties.

2) This coordination body agrees to collaborate on the following initiatives:

- School-based, school linked
- School-based behavioral supports
- Social services and public benefits
- School health centers
- Promise Neighborhoods
- Full Service Community Schools
- Positive School Climate
- Restorative Justice
- At-risk Youth: Juvenile Justice/Foster Care/Homeless
- Birth to 8
- Fund development
- Connecting Kids to Coverage (CKC) grant

C. The DISTRICT Superintendent and key COUNTY representatives agree to convene periodic meetings to discuss alignment of strategic initiatives and resource allocation between the two parties.

10. Termination

A. Notice of Termination and Default Remedies: In the event that COUNTY fails to comply with the terms of the agreement and/or State and Federal regulations or otherwise fails to perform its duties and obligations in a reasonable and professional manner, DISTRICT must give COUNTY written notice of the deficiency in its performance, and DISTRICT must give COUNTY a reasonable opportunity to cure the deficiency in its performance. If after a reasonable time COUNTY fails to cure the deficiency in its performance, the DISTRICT may issue a notice of termination of the agreement to COUNTY.

In the event that DISTRICT fails to comply with the terms of the agreement and/or State and Federal regulations or otherwise fails to perform its duties and obligations in a reasonable and professional manner, COUNTY must give DISTRICT written notice of the deficiency in their performance, and COUNTY must give DISTRICT a reasonable opportunity to cure the deficiency in its performance. If after a reasonable time DISTRICT fails to cure the deficiency in its performance, the COUNTY may issue a notice of termination of the agreement to DISTRICT.

B. Either party upon 30 days written notice to the other party may terminate this Agreement without cause.

11. Financial Provisions.

A. COUNTY and DISTRICT will work collaboratively to sustain and expand HWS by looking for and making efforts to engage in financing strategies that leverage public and private funds and maximize funding opportunities.

B. COUNTY shall provide all HWS to DISTRICT students without cost to DISTRICT students,

C. COUNTY anticipates funding to assist in the provision of HWS, as appropriate and available, through EPSDT program funds, Tobacco Master Settlement funds, and other government and foundation grants as may be available. Available funding will vary. Annually the COUNTY will provide a report of its resource allocation.

D. DISTRICT anticipates funding to support HWS and will annually commit to a specific resource allocation, as appropriate and available.

E. COUNTY will provide technical assistance to the DISTRICT including, but not limited to, the pursuit of grants and the maximizing of third party billing streams.

F. DISTRICT will leverage public funds for individual DISTRICT employees involved in nutrition and physical activity promotion services annually, and as otherwise requested, assist and support COUNTY Nutrition Services Program efforts to maximize federal nutrition matching funds.

G. Capital Improvement

COUNTY will seek and/or provide funding to support capital improvement projects for locations providing HWS as appropriate and available in the sole judgment of COUNTY and approved by the Alameda County Board of Supervisors.

DISTRICT will seek and/or provide funding as appropriate and available for capital improvement projects for locations providing HWS.

12. Confidentiality and Information Exchange

A. Confidentiality

(1) DISTRICT and COUNTY agree that each entity shall comply with applicable federal and state laws relating to the confidentiality of individually identifiable information and shall perform the obligations of this Master Agreement in accordance with such laws.

(2) DISTRICT shall maintain its records in accordance with all applicable federal and state laws and regulations. Such records shall be confidential to the extent required under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g; 34 C.F.R. Part 99; and California Education Code §§ 49060 et seq. DISTRICT and COUNTY understand and agree that

personal records relating to HWS provided by the DISTRICT are subject to the requirements of the Family Educational Rights and Privacy Act ("FERPA").

(3) ACHCSA and its contractors shall maintain records in accordance with all applicable federal and state laws and regulations. Such records shall be confidential to the extent required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy and Security Rules, 45 C.F.R. Parts 160, 162 and 164; California Civil Code §§ 56 et seq.; California Welfare & Institutions Code §§ 5328 et seq.; and other state law. DISTRICT and COUNTY understand and agree that personal information relating to HWS provided by SBHCs, ACHCSA, or its contractors is subject to the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") Privacy and Security Rules.

(4) DISTRICT and COUNTY agree that each is a "Business Associate" of the other, as that term is defined in the federal regulations implementing HIPAA. As such, each party hereby provides satisfactory assurances to the other party that protected health information will be appropriately safeguarded through the execution of this Agreement in compliance with 45 C.F.R. 164.504(e).

B. Information Sharing for Purposes of Service Provision

(1) DISTRICT and COUNTY agree that each entity shall abide by any limits on the use of, or any obligations to protect the confidentiality of, information that one entity obtains from the other, as those limits or obligations are imposed by federal and state law.

(2) DISTRICT shall designate staff from COUNTY and /or its contractors who provide HWS at school sites as school officials to share individual information for legitimate educational interest, in accordance with and to the extent allowed by FERPA and other federal and state law. In the provision of HWS, a school official is a person or agency with whom the DISTRICT has contracted as its agent to provide a service instead of using DISTRICT employees or officials. A school official has a legitimate educational interest if the official needs to review an educational record in order to fulfill his or her professional responsibilities for the DISTRICT.

(3) To facilitate full exchange of information, DISTRICT, and COUNTY shall cooperate and collaborate to obtain appropriate authorization/permission where that authorization/permission may be necessary to release pupil records or, health information pursuant to federal and state law.

(4) DISTRICT will provide HWS licensed personnel with access to the school nurse's health records and the school nurse will have access to medical records as permitted by state and federal law. DISTRICT shall make information in student health records available to HWS personnel as

permitted by state and federal law and shall provide HWS personnel with Access to the District School Nurse Administrator and PUBLIC HEALTH to resolve problems and work collaboratively.

(5) ACHCSA and its contract providers shall provide health information from their records to COUNTY, DISTRICT and their staff for the purpose of facilitating provision of HWS, in accordance with and to the extent allowed by HIPAA and other federal and state law.

(6) DISTRICT and COUNTY (excluding SOCIAL SERVICES) and its contractors, to the extent they participate as team members on a "juvenile justice multidisciplinary team," as that term is defined in California Welfare & Institutions Code § 830.1 ("§830.1"), may disclose and exchange information with each other and other team members, in accordance with the limits and provision of 34 C.F.R. § 99.31(a)(5)(i); § 830.1, and other federal and state law.

(7) DISTRICT, and COUNTY (excluding SOCIAL SERVICES) and its contractors, to the extent they participate as team members on a "children's multidisciplinary services team" as that term is defined in California Welfare & Institutions Code section 18986.40, may disclose and exchange information with each other and other team members in accordance with California Welfare & Institutions Code § 18986.46 and subject to the limits and provisions of other federal and state law.

(8) DISTRICT and ACHCSA shall facilitate the sharing of relevant health data from their respective records (including immunization, communicable disease, chronic disease, and relevant risk factor information) consistent with the data analysis and epidemiological protocols jointly developed by COUNTY and DISTRICT, and consistent with federal and state law.

C. Information Sharing for Purposes of Program Improvement and Evaluation

(1) DISTRICT shall provide access to individual student information for program improvement and evaluation purposes, in accordance with and to the extent allowed by FERPA and other federal and state law. COUNTY and/or its contractors shall submit any new program improvement and evaluation proposals to DISTRICT's Superintendent for approval, in accordance with the requirements of FERPA and other federal and state law.

(2) For purposes of program improvement and evaluation, and maximizing available funding, DISTRICT shall provide individual student data to COUNTY, in accordance with FERPA and other federal and state law.

(3) To facilitate data exchange to examine the effects of HWS and School Health Services programs on students' academic outcomes

a. DISTRICT will provide COUNTY with a dataset ("Directory Information") prior to the start of each school year with basic registry data for all students enrolled in each HWS school site, including student names, date of birth, gender, address, ethnicity and grade. DISTRICT will also provide COUNTY with an updated dataset of registry information in the middle of each school year (i.e. January). Datasets will be sent to COUNTY via secure electronic transfer.

b. DISTRICT will provide to COUNTY and its contracted External Evaluators a student level academic dataset ("Academic Dataset") annually at the beginning and the end of each school year as allowable under California Education Code § 49076, including attendance, suspension, truancy information for all students enrolled in HWS.

c. COUNTY and its contracted External Evaluator will provide DISTRICT and other stakeholders as appropriate with a report summarizing the findings from an SHS Academic Impact Study on a set timeline, as agreed upon by all parties. If DISTRICT and its contracted External Evaluator conduct analysis and reporting, DISTRICT will provide a report to COUNTY on a set timeline, as agreed upon by all parties.

D. Ownership and Retention of Records

ACHCSA and its contract providers shall retain records created by them under the terms of this Master Agreement for the time period required by law, but in any case for a period of no less than five (5) years.

Health records shall remain the sole property of ACHCSA and its contract providers; however, they shall allow access to these records to patients, their families and/or outside parties in accordance with federal and state law, including but not limited to HIPAA.

E. Training and orientation

COUNTY and DISTRICT shall collaborate and provide training and support materials to DISTRICT and COUNTY staff and contractors covering applicable state and federal law pertaining to the confidentiality, privacy and security of individually identifiable health information including, but not limited to HIPAA. Such trainings may also include information from COUNTY directed at DISTRICT personnel so that they will be familiar with the policies and procedures of ACHCSA and its contract providers related to confidentiality.

Such trainings may also include information from DISTRICT directed at COUNTY personnel and Contractors so that they will be familiar with the policies and procedures of DISTRICT related to confidentiality.

13. Indemnification

A. DISTRICT agrees to indemnify, to defend at its sole expense, to save and hold harmless COUNTY, its Board of Supervisors, its officers, agents, and employees, and its contract providers of health services operating pursuant to this Agreement, from any and all liability and judgments of any kind whatsoever, in addition to any and all losses, claims, actions, lawsuits, damages, expenses, liens, demands, fines or penalties, including costs, attorney's fees, settlements and causes of action of any kind in law or equity (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) caused by the negligent acts, or omissions of DISTRICT or its employees, agents, subcontractors or volunteers arising out of its provision of facilities for HWS at any of its sites, or out of the negligent acts or omissions of those persons supervised by DISTRICT, or arising out of the location of HWS on District property, or arising out of interaction between COUNTY personnel and DISTRICT personnel (including, but not limited to, employees, contract providers and volunteers), or otherwise arising out of its performance of its obligations as specified in this Agreement.

B. COUNTY agrees to indemnify, to defend at its sole expense, to save and hold harmless DISTRICT, its officers, agents, and employees from any and all liability and judgments of any kind whatsoever, in addition to any and all losses, claims, actions, lawsuits, damages, expenses, liens, demands, fines or penalties, including costs, attorney's fees, settlements and causes of action of any kind in law or equity (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) caused by the negligent acts, or omissions of COUNTY or its employees, agents, subcontractors or volunteers arising out of the negligent acts or omissions of those persons supervised by COUNTY, or arising out of interaction between COUNTY personnel and DISTRICT personnel (including, but not limited to, employees, subcontractors and volunteers), or otherwise arising out of its performance of its obligations and delivery of services as specified in this Agreement.

C. The parties' respective obligations as set forth in this section shall apply jointly and severally regardless of whether the indemnified party or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss of liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of the indemnified party.

D. If either party should subcontract all or any portion of the work or activities to be performed under this agreement, that party shall require each subcontractor to indemnify, hold harmless and defend the other party, its officers, officials, employees, volunteers or agents in accordance with the terms of the proceeding paragraphs.

14. Insurance

A. Throughout the life of the Agreement, COUNTY or its contract providers or agents working in connection with this Agreement, if any, shall pay for and maintain in full force and effect the following policies of insurance:

(1) COMMERCIAL GENERAL LIABILITY insurance which shall include contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage, and bodily injury and property damage liability insurance with combined single limits of not less than $1,000,000 per occurrence.

(2) COMMERCIAL AUTO LIABILITY insurance which shall include coverage for owned and non-owned autos, with bodily injury liability limits not less than $1,000,000 per person, per occurrence and Property Damage liability limits or not less than $500,000 per occurrence.

(3) WORKERS COMPENSATION insurance, as required by the California Labor Code, with not less than the statutory limits.

(4) PROPERTY AND FIRE insurance which shall provide to protect: Real Property, against risk of direct loss, commonly known as Special Form and Fire Legal Liability, to protect against liability for portions of premises leased or rented; Business Personal Property, to protect on a Broad Form, named peril basis, for all furniture, equipment and supplies of YOUR AGENCY. If any DISTRICT property is leased, rented or borrowed, it shall also be insured the same as real property.

B. The above policies of insurance shall be written on forms acceptable to the Risk Manager of DISTRICT and endorsed to name the San Leandro Unified School District, its officers, employees, volunteers or agents, as additional insured. Said Additional Insured endorsement shall be provided to the DISTRICT prior to COUNTY Agreement becoming valid. If at any time said policies of insurance lapse or become canceled, this agreement shall become void. The acceptance by DISTRICT of the above-required insurance does not serve to limit the liability or responsibility of the insurer or COUNTY to DISTRICT.

C. Throughout the life of the Agreement, DISTRICT shall pay for and maintain in full force and effect with an insurance company(s) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A/VII" in Best Insurance Rating Guide, the following policies of insurance:

(1) COMMERCIAL GENERAL LIABILITY insurance which shall include contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage, and bodily injury and property damage liability insurance with combined single limits of not less than $1,000,000 per occurrence.

(2) COMMERCIAL AUTO LIABILITY insurance which shall include coverage for owned and non-owned autos, with bodily injury liability limits not less than $1,000,000 per person, per occurrence and Property Damage liability limits or not less than $500,000 per occurrence.

(3) WORKERS COMPENSATION insurance, as required by the California Labor Code, with not less than the statutory limits.

(4) PROPERTY AND FIRE insurance which shall provide to protect: Real Property, against risk of direct loss, commonly known as Special Form and Fire Legal Liability, to protect against liability for portions of premises leased or rented; Business Personal Property, to protect on a Broad Form, named peril basis, for all furniture, equipment and supplies of YOUR AGENCY. If any DISTRICT property is leased, rented or borrowed, it shall also be insured the same as real property.

D. The above policies of insurance shall be written on forms acceptable to the Risk Manager of the COUNTY and endorsed to name the COUNTY, its officers, employees, volunteers or agents, as additional insured. Said Additional Insured endorsement shall be provided to the COUNTY prior to the Agreement becoming valid. If at any time said policies of insurance lapse or become canceled, this Agreement shall become void. The acceptance by COUNTY of the above-required insurance does not serve to limit the liability or responsibility of the insurer or DISTRICT to COUNTY.

E. The parties understand and agree that DISTRICT and COUNTY are public entities and the parties may satisfy their insurance obligations under this Agreement through self-insurance, in accordance with the laws of the State of California, but only to the extent that self-insurance reserves are available to cover commercial general liability, commercial auto liability, workers' compensation, property and fire, and medical malpractice. DISTRICT and COUNTY right to self-insure shall be subject to each party maintaining sufficient fiscal reserves to support the insurance requirements of this Agreement and providing evidence of self-insurance and said fiscal reserves to the other party prior to the commencement of this Agreement.

15. Provider Provisions.

A. COUNTY responsibility and authority regarding hiring/firing are subject to the provisions and benefits detailed in the COUNTY personnel policies. Additionally, the COUNTY uses contract providers as agents to provide services. These agents are not employees, and the COUNTY executes annual contractual agreements with contract providers which may be terminated at the COUNTY's discretion.

B. COUNTY or its contract providers shall provide and maintain records of annual evidence of a current TB Test (PPD) for each employee/volunteer of the COUNTY as required by DISTRICT Standards.

C. COUNTY and/or COUNTY through its contract providers shall provide current evidence of California Department of Justice (CDOJ), FBI or Activity Supervisor Clearance Certificate (ASCC) security clearances for all volunteers/employees that have contact with children. COUNTY or its contract providers will not permit its employees/volunteers to come into contact with pupils until CDOJ clearance is ascertained and COUNTY will certify in writing to DISTRICT that none of its employees who may come into contact with pupils have been convicted of any felony.

D. COUNTY and/or COUNTY through its contract providers shall follow the Child Abuse and Neglect Reporting Act ("CANRA") guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code §§ 11164 – 11174. COUNTY shall require, as part of its contractual language with its subcontractors, that its contractors follow the CANRA guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code §§ 11164 – 11174.

16 Dispute Resolution.

DISTRICT and COUNTY shall meet and confer and attempt to negotiate an informal settlement to any disputes related to parties' performance under this Agreement. In the event that additional assistance is needed to resolve a dispute arising under this Agreement, both parties shall submit such disputes to non-binding mediation in Alameda County, pursuant to the American Arbitration Association, or other form of mediation agreed to by the parties. The parties reserve its rights and remedies under law, except that the parties hereby agree that mediation may proceed notwithstanding the pursuit of other legal remedies.

17. General Terms and Conditions

A. INDEPENDENT CONTRACTOR: No relationship of employer and employee is created by this Agreement; it is understood and agreed to that no DISTRICT staff, or individuals hired or contracted with by DISTRICT, is an agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by DISTRICT staff nor for any obligations or liabilities incurred by DISTRICT. It is also understood and agreed that no COUNTY staff, or individuals hired or contracted with by COUNTY, is an agent or employee of the DISTRICT in any capacity whatsoever, and DISTRICT shall not be liable for any acts or omissions by COUNTY staff nor for any obligations or liabilities incurred by COUNTY.

No party's staff, or individuals hired or contracted with by a party, shall have any claim under this Agreement or otherwise for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation,

unemployment insurance benefits, civil service protection, or employee benefits of any kind from the other party.

B. CONFORMITY WITH LAW AND SAFETY:

(1) In performing services under this Agreement, each party shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Each party shall indemnify and hold the other harmless from any and all liability, fines, penalties and consequences from any of the parties' failures to comply with such laws, ordinances, codes and regulations.

(2) Accidents: If death, serious personal injury or substantial property damage occurs in connection with performance of this Agreement, DISTRICT shall immediately notify the Alameda County Risk Manager's Office by telephone. DISTRICT shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY, of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of DISTRICT's sub-Contractor, if any; (3) name and address of DISTRICT's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.

(3) DISTRICT further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.

C. DEBARMENT AND SUSPENSION CERTIFICATION: (Applicable to all agreements funded in part or whole with federal funds and contracts over $25,000).

a. By signing this agreement and Exhibit 2, Debarment and Suspension Certification, each party agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

b. By signing this agreement, each party certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded by any federal department or agency;

(2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

D. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox.

Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY:
COUNTY OF ALAMEDA
School Health Services Administrator
Health Care Services Administration
1000 San Leandro Blvd, 3rd Floor
San Leandro, Ca 94577

Attn: Tracey Schear

To DISTRICT:
San Leandro Unified School District
Rosanna Mucetti
Deputy Superintendent
835 E. 14th Street
San Leandro, CA 94577
(510) 667-3509
Email: rmucetti@slusd.us

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

E. CHOICE OF LAW: This Agreement shall be governed by the laws of the State of California.

F. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

G. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and DISTRICT relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.

H. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

I. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.

J. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination or expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 14), and Ownership of Documents (Paragraph 13.C) shall survive termination or expiration.

K. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will

not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

On behalf of our respective institutions or organizations, we hereby execute this Agreement.

_____ Date: _____
Keith Carson, President
Alameda County Board of Supervisors

_____ Date: _____
Mike McLaughlin, Superintendent
San Leandro Unified School District

_____ Date: _____
President, Board of Education
San Leandro Unified School District

_____ Date: _____
Secretary, Board of Education
San Leandro Unified School District

_____ Date: _____
APPROVED AS TO FORM
_____, General Counsel
San Leandro Unified School District

APPROVED AS TO FORM
Donna Ziegler, County Counsel

By _____ Date: _____
Raymond Lara
Senior Deputy County Counsel