PARTNERSHIP AGREEMENT
Between
Alameda County Health Care Services Agency &
San Leandro Unified School District

This Partnership Agreement is made and entered into by and between the Alameda County Health Care of Services Agency ("HCSA") and the San Leandro Unified School District ("DISTRICT" or "SLUSD").

I. Purpose of this Partnership Agreement

The purpose of the Partnership Agreement is to articulate and clarify the mutual roles, responsibilities, and expectations in a framework of collaboration between SLUSD and HCSA to employ, support, and manage staff that supports the Family Resource Center Program ("FRC Program"), formerly known as the "Connecting Kids to Coverage Health Coverage and Public Benefits Enrollment Project".

The intended outcome of the project is to build a sustainable, coordinated anchor for school based and school-linked health insurance and public benefits enrollment in SLUSD.

II. Agreement

The term of this Partnership Agreement shall be from July 1, 2020 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.

III. SLUSD Responsibilities.

1. Provide regular office space with access to telephone/voicemail, computer, photocopier, internet at the San Leandro Unified School District, Barbara Lee Wellness Center for HCSA Health Insurance Technicians (HIT), and FRC Program Coordinator.

2. Engage identified SLUSD Parent Facilitators to work with the Coordinator to perform outreach and schedule appointments for families, with special focus on McKinney-Vento families and students, and make every effort possible to leverage the activities and resources of other district staff and partners to support the project activities and goals.

3. Actively participate in and support a quantitative and formative evaluation to measure results and cull best practices to sustain the FRC Program on long-term basis in the district.

4. Contribute $15,000 towards the FRC Program for the 2020-2021 school year through a one-time payment of $15,000 to HCSA before 6/1/2021.

5. Communicate with HCSA Center for Healthy Schools and Communities (CHSC) in a timely manner regarding any changes related to the funding, budget, or services.

HCSA Responsibilities.

1. Supporting data collection and data sharing among partners to support the project's success, as authorized under data-sharing agreements.

2. Providing a HCSA Health Insurance Technician (HIT) to perform outreach and education activities as currently in their scope of work, including making direct enrollment appointments with families (with special focus on McKinney-Vento families and students). HITs are deployed based on demand. The HIT time will be an in-kind contribution.

3. Providing capacity-building support and/or training to the district staff and/or volunteers around eligibility and enrollment and other related health and wellness supports.

4. Leveraging and connecting the project to other relevant school health services initiatives and partners of the CHSC.

5. Linking the project with other strategic CHSC efforts to identify ways to strengthen, sustain, and replicate the project during and after the grant.

6. Providing program direction and guidance to FRC Program staff.

7. Communicate with SLUSD in a timely manner regarding any changes related to funding, budget, policy and special requirements.

8. Given the uncertainty of community locations and school facilities being open, and social distancing requirements due to COVID-19, CHSC will ensure that individual and group activities are provided virtually if in-person services are not feasible. All such adaptations by FRC program staff will be made with CHSC discussion and approval, in consultation with SLUSD.

VI Termination

Notice of Termination and Default Remedies:

In the event that HCSA 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 HCSA written notice of the deficiency in its performance, and DISTRICT must give HCSA a reasonable opportunity to cure the deficiency in

its performance. If after a reasonable time HCSA fails to cure the deficiency in its performance, the DISTRICT may issue a notice of termination of the agreement to HCSA.

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, HCSA must give DISTRICT written notice of the deficiency in their performance, and HCSA 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 HCSA may issue a notice of termination of the agreement to DISTRICT.

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

IV. NOTICE

All notices, requests, demands, or other communications under this Partnership Agreement shall be in writing and provided to the following persons:

To HCSA CHSC:
Center for Healthy Schools and Communities
Alameda HCSA Health Care Services Agency
1000 San Leandro Blvd. Suite 300
San Leandro, CA 94577
Oakland, CA 94612
Attn: Kimi Sakashita
Attn: Colleen Chawla

To SLUSD:
San Leandro Unified
2255 Bancroft Ave
San Leandro Ca 94577
Attn: James Parish
Att: Joanne Clark

VII Confidentiality and Information Exchange

A. Confidentiality

(1) DISTRICT and HCSA agree that each entity shall comply with applicable federal and state laws and regulations relating to the confidentiality of individually identifiable information and shall perform the obligations of this Partnership 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 HCSA understand and agree that personal records relating to Health and Wellness Services (“HWS”, namely, 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) provided by the DISTRICT are subject to the requirements of the Family Educational Rights and Privacy Act ("FERPA").

(3) HCSA 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 HCSA understand and agree that personal information relating to HWS provided by SBHCs, HCSA, or its contractors is subject to the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") Privacy and Security Rules.

B. Information Sharing for Purposes of Service Provision

(1) DISTRICT and HCSA 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 HCSA 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 HCSA 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 and regulation. DISTRICT shall make information in student health records available to HWS personnel as permitted by state and federal law and regulation and shall provide HWS personnel with Access to the District School Nurse Administrator and PUBLIC HEALTH to resolve problems and work collaboratively.

(5) HCSA and its contract providers shall provide health information from their records to HCSA, 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 and regulation.

(6) DISTRICT and HCSA 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 and regulation.

(7) DISTRICT, and HCSA 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 and regulation.

(8) DISTRICT and HCSA 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 HCSA and DISTRICT, and consistent with federal and state law and regulation.

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 and regulation. HCSA 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 HCSA, 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 HCSA 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 HCSA with an updated dataset of registry

information in the middle of each school year (i.e., January). Datasets will be sent to HCSA via secure electronic transfer.

b. DISTRICT will provide to HCSA 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. HCSA 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 HCSA on a set timeline, as agreed upon by all parties.

D. Ownership and Retention of Records

HCSA and its contract providers shall retain records created by them under the terms of this Partnership Agreement for the time period a period of no less than three (3) years unless required to be retained for a longer period or to be destroyed by law or regulation.

Health records created by HCSA and its contractors are not considered to be records created under the terms of this Partnership Agreement and shall remain the sole property of HCSA and its contract providers; such records may be accessed by patients, their families and/or outside parties in accordance with federal and state law and regulation, including but not limited to HIPAA.

E. **Training and orientation**

HCSA and DISTRICT shall collaborate, provide training, and support materials to DISTRICT and HCSA 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 FERPA and HIPAA.

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

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

VIII. Indemnification

A. A DISTRICT agrees to indemnify, to defend at its sole expense, to save and hold harmless the County of Alameda, 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 HCSA 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 Partnership Agreement.

B. HCSA 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 HCSA or its employees, agents, subcontractors or volunteers arising out of the negligent acts or omissions of those persons supervised by HCSA, or arising out of interaction between HCSA 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 Partnership 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.

IX. Insurance

A. Throughout the life of the Partnership Agreement, HCSA or its contract providers or agents working in connection with this Partnership 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.

B. The above policies of insurance shall be written on forms acceptable to the Risk Manager of DISTRICT and endorsed to name the Hayward Unified School District, its officers, employees, volunteers or agents, as additional insured. Said Additional Insured endorsement shall be provided to the DISTRICT prior to HCSA 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 HCSA to DISTRICT.

C. Throughout the life of the Partnership 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 "ANII" 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.

D. The above policies of insurance shall be written on forms acceptable to the Risk Manager of the HCSA and endorsed to name the County of Alameda, its Board of Supervisors, its officers, employees, volunteers or agents, as additional insured. Said Additional Insured endorsement shall be provided to the HCSA 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 HCSA of the above required insurance does not serve to limit the liability or responsibility of the insurer or DISTRICT to HCSA.

E. The parties understand and agree that DISTRICT and HCSA 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 HCSA 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.

X. Provider Provisions

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

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

C. HCSA and/or HCSA 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. HCSA or its contract providers will not permit its employees/volunteers to come into contact with pupils until CDOJ clearance is ascertained and HCSA 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. HCSA and/or HCSA 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. HCSA 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.

XI. Dispute Resolution.

DISTRICT and HCSA 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 HCSA, 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.

XII. General Terms and Conditions

INDEPENDENT CONTRACTOR: No relationship of employer and employee, joint venture, or business partnership 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 HCSA in any capacity whatsoever, and HCSA 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
HCSA staff, or individuals hired or contracted with by HCSA, is an agent or employee of the DISTRICT in any capacity whatsoever, and DISTRICT shall not be liable for any acts or omissions by HCSA staff nor for any obligations or liabilities incurred by HCSA.

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.

A. **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 HCSA Risk Manager's Office by telephone. DISTRICT shall promptly submit to HCSA a written report, in such form as may be required by HCSA, 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 HCSA'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 HCSA the opportunity to review and inspect such evidence, including the scene of the accident.

B. **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) 246.3, 246.4, 246.6, 248.3, 248.22; 24 CFR 200.31, 1003.608; 28 CFR 83.630, 83.670, 29 CFR 95.13, 97.35, 1470.35; 34 CFR 84.630, 84.670, 206.4, 222.19, 225.3, 226.3, 270.6, 280.3, 303.3, 350.4; 45 CFR 75.205, 75.213, 630.630, 630.670, 1325.9, 1329.3, 1330.2, 1355.30, 1370.3, and Executive Orders 12549 and 12689.

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.

C. **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/OHL 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.

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.

See Section IV- Notice for notice recipients.

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

E. **WAIVER**: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Partnership 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.

F. **ENTIRE AGREEMENT**: This Partnership Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between HCSA and DISTRICT relating to the subject matter of this Partnership Agreement. As used herein, Partnership Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Partnership 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 Partnership Agreement may not be modified except by a written document signed by both parties.

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

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

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

J. **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.

XIII **CONTACT LIST**

Agency	Contact	Title/Department	Responsible Area
HCSA	Kimi Sakashita	Interim Director	MOU changes
HCSA	Lisa Erickson	Family Partnerships Coordinator	Program Coordination
HCSA	Jordan Haar	Program Specialist	Invoice and Payment
HCSA	Irene Barraza	Behavioral Health and Wellness Coordinator	MOU changes
SLUSD	Zarina Zanipatin	Assistant Superintendent Administrative Services	MOU changes
SLUSD	Joanne Clark	Senior Director Educational Services	MOU changes

XV. EFFECTIVE DATE AND SIGNATURE

This Partnership Agreement shall be effective upon the signature of the authorized officials. It shall be in force from July 1, 2020 to June 30, 2021, unless earlier terminated by either party by providing at least 30 days prior written notice.

By signing this agreement, signatory warrants and represents that he/she executed this Partnership Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Partnership Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Partnership Agreement as of the day and year first above written.

ALAMEDA HCSA HEALTH CARE SERVICES AGENCY, CENTER FOR HEALTHY SCHOOLS AND COMMUNITIES

_____

Kimi Sakashita

Interim Director,
Center for Healthy Schools & Communities

_____

Date

SAN LEANDRO UNIFIED SCHOOL DISTRICT

DocuSigned by:
Zarina Zanipatin
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Zarina Zanipatin, Ed.D.

Assistant Superintendent,
Administrative Services

10/6/2020

Date

_____

Colleen Chawla,
Health Care Services Agency Director

_____

Date