

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into by and among the Inglewood Unified School District (“District”), on the one hand, and Kaiser Foundation Hospitals, a California nonprofit public benefit corporation (“KFH”) and Southern California Permanente Medical Group, a California partnership (“Medical Group”), on the other hand. KFH and Medical Group are sometimes collectively or individually referred to herein as the “the Kaiser Entities.” The purpose of this MOU is to memorialize the parties’ respective obligations and the terms and conditions under which the Kaiser Entities will facilitate the onsite administration of influenza vaccines for District students at schools or other facilities within the District.

1. **Term.** This MOU shall be effective beginning June 1, 2019 and will remain in effect through December 31, 2023 unless earlier terminated as provided in this section. Any party may terminate this MOU (i) without cause upon thirty (30) days’ prior written notice of termination to the other party or (ii) immediately upon notice if the other party breaches any of its obligations under this MOU in any material respect.
2. **Services.** The Kaiser Entities will provide or arrange for the administration of influenza vaccine and perform certain administrative and promotional services in connection therewith (collectively, the “Services”) at the District’s facilities to students who are enrolled in District schools or programs (“Students”), whom the District has confirmed have requested and been given parental or guardian consent to receive the Services, on dates and at times to be mutually agreed upon by the Kaiser Entities and District.
3. **Qualifications.** The Kaiser Entities will ensure that the individuals providing the Services are qualified to do so.
  - a. All personnel assigned by the Kaiser Entities to deliver Services hereunder shall be appropriately licensed as may be applicable, or shall be otherwise permitted by law to provide such Services.
  - b. The Kaiser Entities will ensure that all personnel involved in delivering the Services are appropriately supervised to the extent required by applicable law.
4. **Obligations of the Kaiser Entities**
  - a. Except as otherwise specified herein, the Kaiser Entities will supply or arrange for all equipment and personnel necessary to deliver Services. The District hereby expressly acknowledges and agrees that the Services do not include the Kaiser Entities’ provision of influenza vaccine stock to any Student who is not a current member of Kaiser Foundation Health Plan, Inc.
  - b. The Kaiser Entities will be responsible for proper and lawful disposal of medical waste and disinfection at the facility following the vaccination clinic such that, following the completion of each delivery of Services, the school facility will be

restored to the same level of safety for use as a school facility as existed prior to the delivery of Services.

- c. The Kaiser Entities will be available on each Services delivery date to respond to any parent and school staff questions regarding administration of vaccine, contraindications, side effects, and medical errors prior to the delivery of Services.
5. **Application and Permission Documentation.** As directed by the District, the Kaiser Entities will furnish the District and/or school administration with a sufficient number of consent forms, vaccination questionnaires and/or similar paperwork for Students and Students' parents or guardians (as applicable) to complete as necessary to authorize the provision of Services. The District shall be responsible for obtaining completed and signed consent forms and questionnaires from the parent(s) or guardian(s) of each Student presenting for Services, and the Kaiser Entities, in their sole discretion, may refuse to provide Services to any Student for whom a complete, accurate and valid consent form, questionnaire or other required information is not furnished or is not satisfactory or if the vaccine is medically contraindicated.
6. **District's Obligations.** The District will facilitate delivery of the Services by:
- a. Making announcements, as appropriate, to Students and their parents and guardians sufficiently in advance of the Service delivery date to allow for reasonable arrangements so the maximum number of Students can receive the Services.
  - b. Distributing printed information, contraindication and consent forms, questionnaires and/or similar paperwork provided by the Kaiser Entities sufficiently in advance of each Service delivery date. The District will instruct Students' parents or guardians to return completed paperwork in a manner that protects the confidentiality of the Students' protected health information.
  - c. Ensuring that appropriate personnel at each District facility will collect completed consent forms, contraindications, questionnaires and all other required information from Students in advance of the date(s) on which the Services are to be delivered, and delivering the completed paperwork to the Kaiser Entities as far in advance of the service delivery date(s) as reasonably possible, but in no case fewer than 5 days prior to each scheduled date of delivery of Services. District or school personnel will collect and deliver paperwork to the Kaiser Entities in a manner that protects the confidentiality of this information consistent with all applicable laws.
  - d. Allotting usable space accommodations in and access to the District school or facility on each service delivery date that is sufficient for the Kaiser Entities to furnish the Services in an appropriately secure setting.
  - e. Assisting as needed in the transport of Students to and from their classroom and the Services delivery location, including ensuring that each such Student has provided a valid consent form, questionnaire and any other required information or documentation prior to allowing such Student to be transported (with or without assistance) to the Services delivery location.

- f. Cooperating with the Kaiser Entities management and staff to accomplish the objectives of this MOU.
7. **Discretion**. The District reserves the right to refuse entry to its schools or facilities by any agent of the Kaiser Entities who, in the sole discretion of the District, poses any risk to Students, staff, or property of the District.
8. **Payment**. Other than as may be expressly set forth herein, neither the District nor the Kaiser Entities shall be entitled to compensation from the other, and each will bear its own costs, in connection with the performance of this MOU. The Kaiser Entities hereby acknowledge that the District will not pay the Kaiser Entities for Services.
9. **Insurance**. Each party shall procure and maintain, at its own expense and for so long as it shall have obligations hereunder, such insurance (or a program of self-insurance) in such forms of coverage and amounts as are sufficient to insure its operations and protect and/or indemnify the other party as required under this MOU.
10. **Indemnification**.
  - a. To the fullest extent permitted by law, the District will defend, indemnify, and hold harmless the Kaiser Entities and their respective agents, contractors, affiliates, subsidiaries, volunteers, employees, and governing board members (collectively, the “Kaiser Parties”), from and against all claims, damages, losses, and expenses (including but not limited to attorney’s fees) arising out of the willful misconduct or negligent acts or omissions of the District or its agents, contractors, employees or Students in connection with its performance or failure to perform under this MOU, except to the extent arising from the sole negligence or willful misconduct of the Kaiser Parties.
  - b. Neither termination of this MOU nor completion of the acts to be performed under this MOU shall release any party hereto from its obligations to indemnify as to any claim or cause of action asserted so long as the event upon which such claim or cause of action is predicated shall have occurred prior to the effective date of any such termination or completion.
11. **Compliance with Law and District Policy**. The parties will adhere to all applicable laws, regulations, and District policies in the performance of their respective responsibilities under this MOU, including but not limited to HIPAA and all applicable federal and state health information laws and regulations concerning health care privacy and the security of personal information or related to the confidentiality of pupil or medical records. The parties hereby agree that if, at any time after the execution of this MOU, KFHM or Medical Group is required by a regulator or law to cease offering Services or to modify the Services, this MOU shall be terminated (if necessary) or amended to conform to such law or regulatory directive, and the parties shall meet and confer to determine whether to modify their performance of this MOU to so conform or to terminate this MOU (or permit its expiration, as applicable), pending the potential execution of a written amendment to this MOU.

12. **Responsibilities.** This MOU describes the mutual agreements and obligations of the District and the Kaiser Entities for the sole purpose of rendering the Services to District Students. It does not place any additional responsibilities on either party or imply any transfer of responsibility from one to the other or sharing of statutory responsibilities.
13. **No Third Party Beneficiaries.** Nothing in this MOU, express or implied, is intended or shall be construed to confer on any person or entity other than the parties hereto any remedy or claim under or by reason of this MOU or any term, covenant, or condition hereof, as a third party beneficiary or otherwise.
14. **Independent Relationship.** The parties acknowledge and agree that the relationship created between the District and the Kaiser Entities is strictly that of independent contractors with respect to the Services described. Nothing contained in this MOU shall be construed as creating any other type of relationship between the parties such as that of a principal-agent, master-servant, partner, joint venturer, associate, or employer-employee between the Kaiser Entities and the District. No party to this MOU nor any of its agents shall have any claim hereunder or otherwise against the other party for payment of employment taxes, workers' compensation, vacation, sick leave, retirement benefits, social security benefits, disability benefits, unemployment insurance, or employee compensation or benefits of any kind.
15. **Nondiscrimination.** Neither the District nor the Kaiser Entities shall discriminate on the basis of race, religion, sex, sexual orientation, national origin, age or disability in employment or in the delivery of Services hereunder.
16. **Non-Assignment.** Neither party shall assign, transfer or subcontract the rights, duties or obligations called for under this MOU without the written consent of the other parties.
17. **Entire Agreement.** This MOU constitutes the entire understanding between the parties and supersedes all prior agreements, representations or understandings between the parties relating to the subject matter hereof. It may be changed or modified only by a supplemental written agreement between the parties.
18. **General Provisions.**
  - a. As applicable, KFH's performance of its obligations under this MOU shall be consistent with its charitable purposes. Nothing in this MOU shall be construed to obligate KFH or any of its affiliates to take any action inconsistent with its charitable purposes.
  - b. Except as otherwise stated herein, any public announcements through press releases, media advisories or other similar means regarding this MOU or the work of the parties hereunder shall require the prior written approval of all parties hereto prior to such announcements. Unless otherwise agreed in writing, this MOU shall be maintained as confidential by all parties.

- c. Except in furtherance of the purposes of this MOU (and specifically with respect to flyers, banners and other awareness communications), neither party will use the names, logos, trade dress or trademarks of the other party or its affiliates or related entities, without the prior written consent of the other party.
- d. The parties acknowledge and agree that the relationship being created by this MOU shall be of “non-exclusive” nature. Accordingly, the parties agree that each shall have the right to enter into such other agreements, contracts, arrangements and understandings of any nature whatsoever, with one or more third parties, whether or not the goods or services to be provided by such third parties are of a kind which are the same or similar to those being provided by either party hereunder.
- e. This MOU shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns. Nothing in this MOU, expressed or implied, is intended to confer upon any person other than the parties hereto and their successors and permitted assigns, any rights or remedies under or by reason of this MOU.
- f. This MOU shall be governed by the substantive laws of the State of California, which shall prevail in the event of any conflict of law.
- g. This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same MOU. Electronic or facsimile signatures shall have the efficacy of an original.

*[Remainder of page is intentionally blank. Signatures appear on the next page.]*

**KAISER FOUNDATION HOSPITALS,**  
a California non-profit public benefit  
corporation

**DISTRICT:**  
Inglewood Unified School District

By: \_\_\_\_\_

Name: John Yamamoto

Title: Vice President  
Community Health &  
Government Relations

By: \_\_\_\_\_

Name:

Title:

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**SOUTHERN CALIFORNIA**  
**PERMANENTE MEDICAL GROUP,**  
a California partnership

By: \_\_\_\_\_

Name: Lisa M. Buffong, MPH

Title: Associate Medical Group Administrator

Dated: \_\_\_\_\_