FIRST AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING

This First Amended and Restated Memorandum of Understanding is made and entered into as of this 5th day of June, 2021 ("Effective Date") by and between the County of Alameda ("County") and Unified School District, a School District within the County headquartered in San Leandro. .

RECITALS

Effective January 1, 2015 Senate Bill 1266, an amendment to section 49414 of the California Education Code, requires school districts, county offices of education, and charter schools to provide emergency epinephrine auto-injectors to school nurses and trained personnel who have volunteered, as specified, and authorizes school nurses and trained personnel to use epinephrine auto-injectors to provide emergency medical aid to persons suffering, or reasonably believed to be suffering, from an anaphylactic reaction. The bill requires a qualified supervisor of health or administrator at a school district, county office of education, or charter school to obtain the prescription for epinephrine auto-injectors from an authorizing physician and surgeon, as defined, and authorizes the prescription to be filled by local or mail order pharmacies or epinephrine auto-injector manufacturers. The bill requires epinephrine auto-injectors to be stocked and restocked by the qualified supervisor of health or administrator in accordance with specified provisions. By imposing additional duties on local educational agencies, the bill imposes a state-mandated local program.

Under SB 1266, an authorizing physician and surgeon may include a physician and surgeon employed by, or contracting with a local education agency, a medical director of the local health department, or a local emergency medical services director.

San Leandro Unified School District (USD) is a School District formed under California Education Code sections 35000 *et seq.* that offers elementary and/or secondary education to students within the County.

San Leandro USD desires to have the Alameda County Public Health Officer and Director issue prescriptions for all necessary epinephrine auto-injectors for the years 2021-2023.

The mission of the Alameda County Public Health Department and its Public Health Officer and Director is to promote, protect, and assure conditions for optimal health and public safety for residents and communities of Alameda County, and the issuance of prescriptions under this MOU is consistent with that mission.

The County and San Leandro USD entered into the Memorandum of Understanding dated as of 2016 (the "Original Memorandum of Understanding") and now wish to amend and restate the Original Memorandum of Understanding in its entirety as set forth herein, effective as of the Effective Date.

AGREEMENT

NOW THEREFORE, the parties agree as follows:

COUNTY ROLE AND RESPONSIBILITIES

County shall:

1. Have the Public Health Officer, currently Nicolas Moss MD, act as the authorizing physician and write prescriptions for EpiPens.

2. Have the Public Health Officer complete all required documentation.

3. Prescriptions:

    a. Will be filled based on a calendar year;

    b. Will be written to include refills, which will cover the replenishment of any replacements needed after use, but during the current calendar year. This includes any prescriptions expiring within the current calendar year;

    c. Will be written anew at the start of each calendar year; and

    d. Will cover an entire school district to receive two Epi Pens and two Epi Pen Jrs at each school site within the district.

SCHOOL DISTRICT'S ROLE AND RESPONSIBILTIES

School District shall:

1. Support member schools, charter schools and offices in complying with all required elements of Education Code section 49414 including requirements to:

    a. Stock, restock and maintain epinephrine auto-injectors. Supply epinephrine auto-injectors to trained staff;

    b. designate trained volunteers to administer epinephrine auto-injectors;

    c. be responsible for all training required by Education Code section 49414; and maintain training curriculum and records of training of volunteers for a minimum of 3 years;

    d. provide annual notice to all employees requesting volunteers;

    e. initiate appropriate medical services in follow up to administration of an Epi-Pen; and

    f. Maintain incident reports of when epinephrine auto-injectors are used and send report via fax to County Health Officer at (510) 268-7635

2. Confirm that prescriptions for member schools, charter schools, and offices are current and provide refills adequate to meet annual needs, and if not, immediately notify the County Public Health Officer and Director;

3. Request prescriptions from the County on an annual basis in writing on forms supplied by the County;

4. Receive and disseminate prescriptions from County to districts as appropriate; and

5. Maintain the Addendum to reflect changes in membership and submit updated copies to County annually or as changes occur.

INDEMNIFICATION

To the fullest extent permitted by law, San Leandro USD shall indemnify, defend, and hold harmless the Alameda County, its Board of Supervisors, officers, authorized volunteers, agents, and employees, including the Public Health Officer and Director (collectively "Indemnified Parties") from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims") including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either Party hereto, arising out of, pertaining to, or resulting from the acts or omissions of San Leandro USD its officers, employees, agents, and volunteers, or the acts or omissions of anyone else directly or indirectly acting on behalf of San Leandro USD, or for which San Leandro USD is legally liable under law regardless of whether caused in part by an Indemnified Party.

This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by San Leandro USD or San Leandro USD's subcontractors.

Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this Indemnity shall survive the expiration or termination of the Agreement.

Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.

INSURANCE OR SELF-INSURANCE

Each party, at its sole cost and expense, shall carry insurance – or self-insure - its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, property, professional liability, and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverages. Failure to maintain insurance as required in this Agreement is a material breach of contract and may be grounds for termination of the Agreement.

COMPENSATION

There will be no monetary compensation for services by or to either party to this MOU.

TERM

This Agreement shall be effective as of 2016 and shall continue until 2023.

TERMINATION

Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing.

Accepted and Agreed:

COUNTY OF ALAMEDA

BY: _____

Name: _**Kimi Watkins-Tartt** ____

Title: _Public Health Department Director__

Date: _____

SCHOOL DISTRICT

BY: _____

Name: **James Parrish III**

Title: Family & Student Support Services Director

Date: June 3, 2021

COUNTY OF ALAMEDA

BY: _____

Name: _**Nicolas Moss MD**_____

Title: __Health Officer_____

Date: _____

TERMINATION

Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing.

Accepted and Agreed:

COUNTY OF ALAMEDA

DocuSigned by:
BY: _____
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Name: **_Kimi Watkins-Tartt ____**

Title: _Public Health Department Director__

Date: 6/8/2021

SCHOOL DISTRICT

BY: _____

Name: **James Parrish III**

Title: Family & Student Support Services Director

Date: June 3, 2021

COUNTY OF ALAMEDA

DocuSigned by:
BY: Nicholas Moss
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Name: **_Nicolas Moss MD**_____

Title: __Health Officer_____

Date: 6/8/2021