

Board Office Use: Legislative File Info.	
File ID Number	11-2574
Introduction Date	10/12/2011
Enactment Number	11-2192
Enactment Date	10-12-11



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Tony Smith, Ph.D., Superintendent
By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action *Maria Santos*
Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date October 12, 2011

Subject Memorandum of Understanding - Regents of the University of California - 922/Family, Schools, and Community Partnerships Department (site/department).

Action Requested Approval of Memorandum of Understanding between Oakland Unified School District and the Regents of the University of California, University of California, San Francisco. Services to be primarily provided to middle school sites: James Madison, Coliseum College Preparatory Academy, ROOTS International Academy, Roosevelt, United for Success Academy, and West Oakland Middle School.

Background
A one paragraph explanation of why the consultant's services are needed. The School of Nursing at the University of California, San Francisco (UCSF) faculty and students will work in partnership with the Elev8 sites to enhance the capacity of the School-Based Health Centers to provide high quality, physical, mental, dental, health education and case management services for students. UCSF will also support the development of innovative strategies to engage and empower students and parents at these sites to improve health literacy and health advocacy.

Discussion
One paragraph summary of the scope of work. Approval of Memorandum of Understanding between Oakland Unified School District and the Regents of the University of California, University of California, School of Nursing, San Francisco, CA, for the latter to provide services to enhance the capacity of the School-Based Health Centers to provide high quality, physical, mental, dental, health education and case management services for students; support the development of innovative strategies to engage and empower students and parents at these sites to improve health literacy and health advocacy for the Family, Schools, Community Partnerships Department for the period of August 8, 2011 through August 7, 2015, at no cost to the District.

Recommendation Approval of Memorandum of Understanding between Oakland Unified School District and Regents of the University of California/University of California, San Francisco. Services to be primarily provided to 215/Madison, 232/Coliseum College Prep Academy, 226/ROOTS, International, 212/Roosevelt, 228/United for Success, and 204/West Oakland Middle School for the period of August 8, 2011 through August 7, 2015.

Fiscal Impact Funding resource name: No fiscal impact

Attachments

- Affiliation Agreement Between the Regents of the University of California and the Oakland Unified School District

**AFFILIATION AGREEMENT
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
THE OAKLAND UNIFIED SCHOOL DISTRICT**

THIS AFFILIATION AGREEMENT is made and entered into this eighth day of August, 2011, by and between The Regents of the University of California, a Constitutional corporation, on behalf of the University of California, San Francisco, SCHOOL OF NURSING and SCHOOL OF DENTISTRY (hereafter "SCHOOL"), and the Oakland Unified School District, a local government agency (hereafter "AFFILIATE"), with reference to the following facts:

WITNESSETH:

WHEREAS, SCHOOL conducts approved and accredited nursing and dentistry educational programs for: undergraduate and graduate nursing students and dental residents and students (hereafter collectively referred to as "STUDENTS") and desires access to facilities in which its STUDENTS can obtain broader clinical learning experiences; and

WHEREAS, AFFILIATE maintains facilities which can be used to furnish clinical learning experiences to STUDENTS and desires to have said facilities so used; and

WHEREAS, the Board of Registered Nursing ("BRN") and the Commission on Collegiate Nursing Education ("CCNE") establish and oversee the requirements for the education of nursing students; and

WHEREAS, the Commission on Dental Accreditation ("CODA") of the American Dental Education Association establishes and oversees the requirements for all accredited dental teaching institutions and program is the United States and the Dental Board of California ("DBC") is a state-mandated regulatory board for licensure of qualified dental health care professionals and dental institutions; and

WHEREAS, it is in the mutual interest and benefit of the parties that STUDENTS obtain their clinical experience at AFFILIATE'S facilities in accordance with the requirements of BRN, CCNE, CODA, and DBC (hereinafter collectively referred to as "ACCREDITATION ORGANIZATIONS");

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth below, the parties agree as follows:

I. RESPONSIBILITIES OF SCHOOL. SCHOOL agrees that it shall:

A. Establish the educational goals and objectives of its clinical experience programs in a manner consistent with the standards and requirements set forth by SCHOOL and the applicable ACCREDITATION ORGANIZATIONS. Such goals and objectives shall reflect SCHOOL'S commitment to providing the highest quality in education and training programs to STUDENTS. A list of SCHOOL'S educational program(s) that are covered by this Agreement is attached hereto and incorporated herein as **Exhibit 1**. In particular SCHOOL shall perform the scope of work set forth in Exhibit 3 attached hereto and incorporated by reference herein, pursuant to UCSF grant

agreement number A117846 previously entered into by SCHOOL. The scope of work set forth in Exhibit 3 may be amended from time to time, in collaboration with AFFILIATE, pursuant to the terms of UCSF grant agreement number A117846.

B. Ensure that its clinical experience programs provide appropriate supervision for all STUDENTS, as well as a duty hours schedule and work environment that is consistent with proper patient care, the educational needs and physical and emotional well-being of STUDENTS, and the applicable requirements of the ACCREDITATION ORGANIZATION.

C. Recruit and select STUDENTS who are appropriately credentialed, licensed, or otherwise authorized to participate in SCHOOL clinical experience program(s) which are the subject of this Agreement (hereafter collectively referred to as "Program").

D. For each SCHOOL clinical experience program provided for under this Agreement, SCHOOL shall designate a member of SCHOOL'S faculty to provide coordination, oversight and direction of STUDENTS' educational activities and assignments while at AFFILIATE's facilities (hereafter "Program Director(s)" or "SCHOOL'S Program Director(s)"). The Program Director(s) shall also act as liaison(s) with AFFILIATE.

E. Cooperate with AFFILIATE in coordinating and reviewing work schedules of STUDENTS while at AFFILIATE. The parties agree that such schedules shall reflect SCHOOL'S educational mission and shall not be compromised by an excessive reliance on STUDENTS to fulfill institutional service obligations.

F. Ensure, in cooperation with AFFILIATE, that STUDENTS assume progressively increasing responsibility according to their levels of education, ability, and experience. SCHOOL shall determine the appropriate level of responsibility accorded to each STUDENT.

G. Provide the names of STUDENTS and their assignments to AFFILIATE sufficiently in advance to allow for convenient planning of duty schedules.

H. Develop and implement a mechanism for determining evaluation of the performance of STUDENTS to include, where appropriate, input from AFFILIATE.

I. Maintain records and reports concerning the education of STUDENTS and of STUDENTS' time spent in the various educational activities referred to in this Agreement, as may be required by SCHOOL, ACCREDITATION ORGANIZATIONS and/or for compliance with the regulations, guidelines, and policies of third-party payors.

J. Require assigned STUDENTS to:

1. Comply with: AFFILIATE'S policies, procedures and guidelines; state and federal laws and regulations; the standards and regulations of the ACCREDITATION ORGANIZATIONS; and the ethical standards of the American Nurses' Association and the American Dental Association;

2. Participate, to the extent scheduled or otherwise requested by AFFILIATE and approved by SCHOOL, in activities and assignments that are of educational value and that are appropriate to the course and scope of SCHOOL'S Program, consistent with the requirements of the applicable ACCREDITATION ORGANIZATIONS;

3. Participate, consistent with the terms of this Agreement, in quality assurance and risk management activities of AFFILIATE designed to identify, evaluate and reduce risk of patient injury;

K. Provide AFFILIATE with a copy of SCHOOL's Corporate Compliance Program and Code of Conduct and assign a SCHOOL representative to work with AFFILIATE regarding any corporate compliance issues. AFFILIATE acknowledges and agrees that all SCHOOL faculty and STUDENTS must comply with the requirements of SCHOOL's Corporate Compliance Program.

L. SCHOOL will monitor the clinical learning environment and will engage AFFILIATE in addressing negative influences in the learning environment where detected.

M. Coordinate with the Family, School and Community Partnerships Department; Leadership, Curriculum & Instruction; Health Services; and Research, Assessment & Data Departments within OUSD, school site administrators, FQHCs, ACHCSA and others as appropriate, in order to develop a work plan that meets the needs of students and families at Elev8 sites.

N. Certify to AFFILIATE that STUDENTS have:

1. Proof of immunization or positive serology (titer) for rubella, measles, mumps, and varicella;
2. Evidence of Hepatitis B either positive antibody titers or immunization
3. Annual proof of negative tuberculosis testing by PPD skin test. Any STUDENT who has a positive PPD skin test will be required to provide SCHOOL with evidence of a negative chest x-ray report taken within one (1) year of his/her initial date of participation in the Program
4. Fingerprinting of Employees and Agents. The fingerprinting and criminal background investigation requirements of California Education Code section 45125.1 apply to STUDENTS. SCHOOL certifies its compliance with these provisions as follows: "SCHOOL certifies that SCHOOL AND STUDENTS have complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all STUDENTS, regardless of whether those STUDENTS are paid or unpaid, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that no STUDENT has been convicted of a felony, as that term is defined in California Education Code section 45122.1. SCHOOL further certifies that it has received and reviewed fingerprint results for each of its STUDENTS and has requested and reviews subsequent arrest records for all STUDENTS who may come into contract with OUSD pupils in providing services to under this Agreement.

II. RESPONSIBILITIES OF AFFILIATE. AFFILIATE agrees that it shall:

A. Maintain adequate staff and facilities at AFFILIATE locations covered by this agreement to allow SCHOOL to meet the educational goals and objectives of the SCHOOL's Program and perform the scope of work substantially as described in Exhibit 3. A list of AFFILIATE's sites that are provided for under this agreement is attached hereto and incorporated herein as Exhibit 2.

B. With respect to any professional services performed by STUDENTS under this Agreement, AFFILIATE shall notify SCHOOL and its Program Director(s) as follows:

1. Immediately upon initiation of an investigation of a STUDENT or faculty member of SCHOOL.

2. Within five days after receipt of service of a complaint, summons or notice of a claim naming a STUDENT.

3. Prior to making or accepting a settlement offer in any lawsuit or legal claim in which a STUDENT or faculty member of SCHOOL has been named or in which a settlement is being proposed on their behalf; or

4. Prior to making a report to the National Data Bank, the California Board of Registered Nursing, or the California Dental Board, in which a STUDENT or faculty member of SCHOOL is named.

C. Provide adequate patient support services in a manner appropriate to and consistent with educational objectives and patient care.

D. Cooperate with and assist SCHOOL in investigating facts which may serve as a basis for taking any disciplinary or academic action against a STUDENT, SCHOOL faculty member and/or SCHOOL employee. SCHOOL shall be responsible for the discipline of STUDENTS, SCHOOL faculty members and/or SCHOOL employees in accordance with SCHOOL's applicable policies and procedures. SCHOOL may, but need not, consult with AFFILIATE concerning any proposed disciplinary action. AFFILIATE agrees to abide by SCHOOL's recommended disciplinary action.

E. Notwithstanding the foregoing, AFFILIATE shall have the right, for good cause and after consultation with SCHOOL, to prohibit further attendance at AFFILIATE of any STUDENT; provided, however, that AFFILIATE will not take any action against STUDENTS in an arbitrary or capricious manner. Upon such termination, SCHOOL will use its best efforts to replace the terminated STUDENT with another STUDENT as soon as possible.

F. AFFILIATE shall not require any STUDENT to conduct his/her professional behavior in a manner that would contradict the requirements of SCHOOL's Corporate Compliance Program.

G. The AFFILIATE will provide a learning environment that promotes the development of professional competencies of STUDENTS. The AFFILIATE will regularly assess the learning environment to identify positive and negative influences on the maintenance of professional standards and conduct, and develop appropriate mechanisms for addressing negative influences in the learning environment.

III. COMPENSATION.

Execution of this Agreement shall not be construed to guarantee, set guidelines for or govern any agreements between the parties regarding compensation to SCHOOL, including compensation intended to reimburse SCHOOL for the costs it incurs in connection with STUDENTS' salaries, benefits, and/or other administrative expenses. Any and all financial consideration between SCHOOL and AFFILIATE shall be the subject of a separate written agreement, signed by both parties and approved in accordance with each party's applicable policies and procedures.

IV. INDEPENDENT CONTRACTOR.

Nothing in this Agreement is intended to create nor shall it be deemed or construed to create any relationship between SCHOOL and AFFILIATE hereto other than that of independent entities contracting with each other hereunder solely for the purpose of affecting the provisions of this Agreement. Neither SCHOOL nor AFFILIATE hereto, nor any of their respective officers, directors, STUDENTS or employees shall be construed to be the agent, employee or representative of the other.

SCHOOL and AFFILIATE agree that each of them shall have sole responsibility for the payment of any and all of its own applicable Federal, State, and Local income taxes and of any and all other taxes, charges and levies; and shall comply with all applicable Federal, State, and Local laws and regulations.

V. STATUS OF STUDENTS.

A. During the period in which a STUDENT is assigned to the AFFILIATE, the STUDENT shall be under the ultimate direction and control of the SCHOOL'S Program Director or, in the Program Director's absence, his/her designee(s).

B. It is expressly agreed and understood by SCHOOL and AFFILIATE that STUDENTS are present at the AFFILIATE'S facilities to participate in activities and assignments that are of educational value to STUDENTS, and that are appropriate to the course and scope of SCHOOL'S Program and consistent with applicable Program and ACCREDITATION ORGANIZATION requirements.

C. SCHOOL and AFFILIATE shall ensure that STUDENTS have the opportunity to submit to the SCHOOL'S Program Director, at least annually, confidential written evaluations of supervisory faculty and of their educational experiences while at AFFILIATE's facilities.

VI. ASSIGNMENT OF STUDENTS.

Commencing on the date of execution of this Agreement and subject to the provision of Section II hereof, SCHOOL shall assign STUDENTS for rotation at AFFILIATE'S facilities as described in Section II.A of this Agreement.

VII. USE OF NAME.

The parties agree that any use of the "UCSF," or the "University of California" name or other similar references to the University of California San Francisco, its physicians or facilities, shall be subject to the prior written approval of the Regents of the University of California in accordance with the provisions of applicable law, including but not limited to California Education Code Section 92000.

VIII. PROFESSIONAL AND ADMINISTRATIVE RESPONSIBILITY.

Pursuant to Title 22, Section 70713 of the California Code of Regulations, and to the extent permitted by law and not inconsistent with other provisions of this Agreement, AFFILIATE shall retain professional and administrative responsibility for the services rendered to its patients.

IX. DISCRIMINATION - PROHIBITION.

SCHOOL and AFFILIATE agree not to engage in unlawful discrimination against or harassment of any STUDENT pursuant to this Agreement on the basis of race, color, national origin, religion, sex, gender identity, pregnancy, physical or mental disability, medical condition (cancer-related

or genetic characteristics), ancestry, marital status, age, sexual orientation, citizenship, or status as a covered veteran, within the limits imposed by applicable state and federal laws and SCHOOL policies.

X. TERM.

The term of this Agreement shall commence on the eighth day of August, 2011, and shall continue in effect for four (4) years, through August 7, 2015, or until earlier terminated. Upon expiration of the original term, the Agreement shall be automatically extended for one (1) additional four (4) year period through August 7, 2019; provided, however, during the subsequent four year term, either party may reopen this Agreement for negotiations by giving thirty (30) days written notice thereof to the other party pursuant to Section XXVII.

XI. TERMINATION.

A. Termination Without Cause. Notwithstanding any other provision to the contrary, this Agreement may be terminated without cause at any time by either party upon ninety (90) days' prior written notice to the other party or upon completion of the STUDENTS' rotation, whichever is greater.

B. Termination For Cause. In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving thirty (30) days' prior written notice of termination to the breaching party.

XII. INSURANCE.

A. AFFILIATE, shall maintain or self-insure by maintaining programs of self-insurance as follows:

1. Professional Medical Liability Insurance with financially-sound and reputable companies with minimum limits of two million dollars (\$2,000,000) per occurrence and a general aggregate of five million dollars (\$5,000,000). If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement. In the event that a claims-made policy is canceled or non-renewed, then the AFFILIATE shall obtain extended reporting (tail) coverage for the remainder of the five (5) year period.

2. Comprehensive or Commercial Form General Liability Insurance with minimum limits of (1) \$1,000,000 each occurrence; (2) \$1,000,000 Personal and Advertising Injury; and (3) \$2,000,000 General Aggregate. If such insurance is written on a claims-made form, it shall continue for five years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.

3. Workers' Compensation Insurance in a form and amount covering AFFILIATE'S full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

4. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.

It should be expressly understood, however, that the coverages required under this Section XII.A.1 and 2 shall not in any way limit the liability of AFFILIATE.

The coverages referred to under paragraph 2 of this Section XII.A shall be endorsed to include SCHOOL as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of AFFILIATE, its officers, agents, and/or employees. AFFILIATE, upon the execution of this Agreement, shall furnish SCHOOL with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days' advance written notice to SCHOOL of any modification, change or cancellation of any of the above insurance coverages.

B. SCHOOL shall maintain insurance or self-insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

1. Professional Medical and Hospital Liability self-insurance with minimum limits of two million dollars (\$2,000,000) per occurrence and a general aggregate of five million dollars (\$5,000,000). If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement. In the event that a claims-made policy is canceled or non-renewed, then SCHOOL shall obtain extended reporting (tail) coverage for the remainder of the five (5) year period.

2. Comprehensive or Commercial Form General Liability Insurance with minimum limits of (1) \$1,000,000 each occurrence; (2) \$1,000,000 Personal and Advertising Injury; and (3) \$2,000,000 General Aggregate. If such insurance is written on a claims-made form, it shall continue for five years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.

3. Workers' Compensation Self-Insurance Program covering SCHOOL'S full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

4. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.

It should be expressly understood, however, that the coverages required under this Section XII.B.1 and 2 shall not in any way limit the liability of SCHOOL.

The coverages referred to under paragraph 2 of this Section XII.B shall be endorsed to include AFFILIATE as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of SCHOOL, its officers, agents, STUDENTS, and/or employees. SCHOOL, upon the execution of this Agreement, shall furnish AFFILIATE with Certificates of Self-Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days' advance written notice to AFFILIATE of any modification, change or cancellation of any of the above self-insurance coverages.

XIII. INDEMNIFICATION.

A. AFFILIATE shall defend, indemnify and hold SCHOOL, its officers, employees, agents, and STUDENTS harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or

damages are caused by or result from the negligent or intentional acts or omissions of AFFILIATE, its officers, employees, or agents.

B. SCHOOL shall defend, indemnify and hold AFFILIATE, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of SCHOOL, its officers, employees, agents, or STUDENTS.

XIV. COOPERATION IN DISPOSITION OF CLAIMS.

AFFILIATE and SCHOOL agree to cooperate with each other in the timely investigation and disposition of audits, peer review matters, disciplinary actions and third-party liability claims arising out of any services provided under this Agreement or in the operation of the Program. The parties shall notify one another as soon as possible of any adverse event that may result in liability to the other party. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, timely notice, joint investigation, defense, disposition of claims of third parties arising from services performed under this Agreement, and making witnesses available.

To the extent allowed by law, AFFILIATE and SCHOOL shall have reasonable and timely access to the medical records, charts, applicable Medical Staff minutes and/or quality assurance data of the other party relating to any claim or investigation related to services provided pursuant to this Agreement; provided, however, that nothing shall require either AFFILIATE or SCHOOL to disclose any peer review documents, records or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under the Attorney Work-Product Privilege.

XVI. DISCLOSURE OF PROTECTED HEALTH INFORMATION BETWEEN SCHOOL, AFFILIATE, AND ACCREDITATION ORGANIZATIONS.

The parties acknowledge and agree as follows:

A. The Health Insurance Portability and Accountability Act ("HIPAA") and the HIPAA regulations (45 CFR Parts 160 and 164) permit covered entities to use and disclose Protected Health Information ("PHI") without patient authorization for certain specified purposes, one of which is for health care operations.

B. Health care operations, as defined under HIPAA, include the training and educational programs of covered entities, accreditation and credentialing activities.

C. SCHOOL and AFFILIATE are each covered entities as defined by HIPAA.

D. SCHOOL and AFFILIATE may each disclose PHI to the other as necessary to carry out its respective training and educational programs, as well as to meet the accreditation and credentialing requirements of each institution.

E. SCHOOL and AFFILIATE each represent to the other that all members of its workforce who use, create or disclose PHI, including, as applicable, its faculty, medical staff, employees and STUDENTS, have received training as required by HIPAA.

F. AFFILIATE shall permit ACCREDITATION ORGANIZATIONS or accrediting entities, acting on behalf of SCHOOL as SCHOOL's Business Associates, to access the PHI maintained by the AFFILIATE that is necessary for those organizations or entities to conduct their accreditations of SCHOOL.

G. SCHOOL and AFFILIATE may disclose such PHI as is necessary for the healthcare operations of the other.

XVII. ARBITRATION.

In the event of any dispute arising between the parties concerning the interpretation or enforcement of the provisions of this Agreement, the parties agree to first attempt in good faith to resolve the dispute between themselves. If the parties are unable to resolve the dispute within thirty (30) days, then all matters in controversy shall be submitted to arbitration pursuant to California Code of Civil Procedure section 1280, et seq. using the offices of the American Arbitration Association. Arbitration shall be initiated by either party making a written demand for arbitration on the other party and to the American Arbitration Association. Unless the parties can agree on a single arbitrator within ten (10) days from the receipt of the written demand for arbitration, each party shall designate an arbitrator within fifteen (15) days of receipt of the written demand for arbitration. Within seven (7) days of the appointment of two arbitrators, those arbitrators shall designate a third arbitrator. The parties agree that either party to an arbitration may seek judicial review by way of a petition to the court to confirm, correct or vacate an arbitration award pursuant to the provisions of Code of Civil Procedure sections 1285 and 1294.2.

XVIII. INTERRUPTION OF SERVICE.

Either party shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, terrorism, fire, insurrection, labor disputes, riots, earthquakes, or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. In the event the interruption of a party's services continues for a period in excess of thirty (30) days, the other party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other party.

XX. ASSIGNMENT.

Neither AFFILIATE nor SCHOOL shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other. AFFILIATE may not assign STUDENTS to locations other than those described in Section II.A. without the prior written consent of SCHOOL.

XXI. SEVERABILITY.

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of the Agreement, and the remaining provisions shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

XXII. WAIVER.

Waiver by either party of any breach of any provision of this Agreement or warranty of representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

XXIII. EXHIBITS.

Any and all exhibits attached hereto are incorporated herein by reference and made a part of this Agreement.

XXIV. MODIFICATIONS AND AMENDMENTS.

This Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both parties. AFFILIATE and SCHOOL agree to amend this Agreement to the extent amendment is required by an applicable regulatory authority or due to a change in applicable laws, regulations or programmatic requirements, and the amendment does not materially affect the provisions of this Agreement.

XXV. ENTIRE AGREEMENT.

This Agreement contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter.

XXVI. GOVERNING LAW.

This Agreement shall be governed in all respects by the laws of the State of California.

XXVII. NOTICES.

All notices required under this Agreement shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid, certified mail, return receipt requested, and addressed as follows:

TO SCHOOL: Associate Dean for Administration
UCSF School of Nursing
2 Koret Way
San Francisco, CA 94143-0604

Dean for Administration
UCSF School of Dentistry
513 Parnassus Avenue, S-630
San Francisco, CA 94143-0430

TO AFFILIATE: Joanna H. Locke, M.D., M.P.H.
Director, Health & Wellness
Contemporary Learning
495 Jones Ave.
Oakland, CA 94603

The parties have executed this Agreement as set forth below.

*Rest of page intentionally blank
Signatures to follow*

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

SCHOOL

By: _____
Zina Mirsky, R.N., Ed.D.

Title: Associate Dean for Administration
UCSF School of Nursing

Date: _____

By: _____
Mark D. Kirkland, DDS

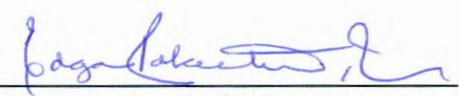
Title: Associate Dean for Clinical Affairs
UCSF School of Dentistry

Date: _____

THE OAKLAND UNIFIED SCHOOL DISTRICT

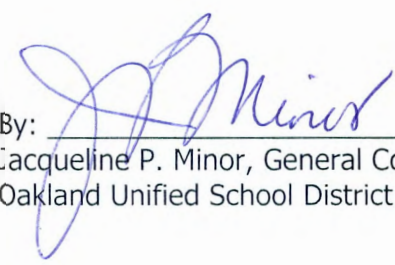


President, Board of Education
Oakland Unified School District



Secretary, Board of Education
Oakland Unified School District

Approved as to form & content:



By: _____
Jacqueline P. Minor, General Counsel
Oakland Unified School District

LEGISLATIVE FILE

File ID Number 11-2574
Introduction Date 10-12-11
Enactment Number 11-2192
Enactment Date 10-12-11

**AFFILIATION AGREEMENT'
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
THE OAKLAND UNIFIED SCHOOL DISTRICT**

EXHIBIT 1

This agreement includes the following PROGRAMS:

School of Nursing

1. MEPN (Master's Entry Program in Nursing)
2. MS Programs (all master's specialties, including Nurse Practitioners and Midwives)
3. PhD Nursing Programs (all specialties)

School of Dentistry

1. Pre-doctoral Program
2. Post-graduate Certificate Programs
3. Graduate Academic Programs
4. Dental Hygiene Program

**AFFILIATION AGREEMENT
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
THE OAKLAND UNIFIED SCHOOL DISTRICT**

EXHIBIT 2

Whether or not listed below, this Agreement is intended to cover all AFFILIATE facilities, including but not limited to:

West Oakland Middle School

United for Success Academy

Havenscourt Campus (ROOTS International/Coliseum College Prep Academy)

Madison Middle School

Roosevelt Middle School

**AFFILIATION AGREEMENT
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
THE OAKLAND UNIFIED SCHOOL DISTRICT**

EXHIBIT 3

STRATEGY	ACTIVITIES	OUTCOMES	IMPLEMENTER
Goal 1. Improve the health and life prospects for children, enabling them to become self-sufficient, educated, productive citizens			
<p>Enhance capacity of School Health Centers (SHC) to provide high quality physical, mental and dental health services, case management services, and health education (including nutrition services and trainers) for all students in Elev8 sites</p>	<p>UCSF School of Nursing (SON) nurse practitioner (NP) and School of Dentistry faculty and students will support SHC staff with identification of evidence-based best practices, meeting Healthy People 2020 goals and objectives, service protocol development, practice standards development, and technical assistance and training in these areas</p> <p>UCSF SON & SOD will work in Elev8 SHCs in coordination with Elev8 Partners, Safe Passages FQHCs & Alameda County Health Care Services Agency (ACHCSA), and Oakland Unified School District (OUSD), to improve health access and ensure continuity of care</p> <p>UCSF SON & SOD will provide screening and direct health and dental services (including screenings for bacterial counts) which may lead to more direct health and dental services in the future.</p>	<p><u>SHC clients demonstrate increased:</u></p> <ul style="list-style-type: none"> • # of SHC visits • % of student body served by SHCs • # of SHC screenings and referrals for health insurance/eligibility • % being more likely to receive needed medical care than non-users • % sent back to class after receiving services rather than sent home (increased time in school) • % prevention and health promotion behaviors (e.g., eating breakfast; frequently exercising; using birth control) • Decrease in high risk behaviors (e.g., decreased tobacco, alcohol and drug use) • Compliance with health service delivery goals • % screened with caries risk assessment receiving referrals and preventive & restorative services, including repair of decay, fluoride applications, antibacterial rinse regimens • % identify SHC as health care provider on satisfaction surveys • Decrease in school problems (where appropriate) • Academic performance indicators (where appropriate) 	<p>UCSF SON & SOD</p>
<p>Enhance capacity of SHC to provide effective services for Elev8 students with special health care needs¹</p>	<p>UCSF SON NP faculty and students will provide health care services for Elev8 students with SHCN and chronic conditions, including physical and psychological needs. We will align with</p>	<p><u>SHC SHCN clients demonstrate increased:</u></p> <ul style="list-style-type: none"> • # of SHC visits • % sent back to class after receiving services rather than sent home 	<p>UCSF SON</p>

¹ Children with Special Health Care Needs (SHCN) = “children with special health care needs are those who have or are at risk for a chronic physical, developmental, behavioral, or emotional condition and who also require health and related services of a type or amount beyond that required by children generally” (McPherson et al., 1998, p. 138) e.g. Criterion is need for additional services, rather than a particular diagnosis

STRATEGY	ACTIVITIES	OUTCOMES	IMPLEMENTER
(SHCN), such as asthma, diabetes, and other chronic conditions	<p>Coordination of Service Teams (COST) and referral systems in the coordination of these services.</p> <p>UCSF SON will attend COST meetings as appropriate and participate in home visits to families of children with SHCN to learn about the context of children's health care needs in coordination with COST members</p> <p>UCSF SON will work with school nurses & Elev8 site coordinators to enable more rapid and successful school entry or re-entry after hospital discharge for children with special health care needs</p>	<p>(increased time in school)</p> <ul style="list-style-type: none"> • % prevention and health promotion behaviors (e.g., eating breakfast; frequently exercising; using birth control, etc.) • Academic performance indicators (e.g., decreased absences) 	
Enhance capacity of SHCs to provide extended services targeted at screening and prevention of overweight/obesity and increasing healthy lifestyle for Elev8 students and families	<p>UCSF SON will work with families/students to establish appropriate weight goals</p> <p>UCSF SON faculty and students will offer nutritional counseling and referrals to low cost and subsidized activity centers such as YMCA and YWCA</p>	<p><u>SHC clients demonstrate increased:</u></p> <ul style="list-style-type: none"> • % screened for overweight/obesity receiving nutrition-related health education • % nutritional eating choices and physical activity reported by students screened for overweight/obesity 	UCSF SON
Impact future workforce development and employment opportunities in health care fields by engaging students in Elev8 sites with health-oriented science curriculum and exposure to health care students and professionals and provide opportunities for Elev8 students and families to learn about health careers	<p>Work with teachers and after school/extended programs to develop and integrate health topics and related science into the existing science curriculum and health fairs, reaching students and family members</p> <p>Elev8 students will receive training and interaction with UCSF SON and SOD students and faculty, which will provide them with increased learning about science and health topics and exposure to role models in health care</p>	<p><u>Among students in Elev8 sites with health-oriented science curriculum, demonstrate increased:</u></p> <ul style="list-style-type: none"> • Awareness of health care careers and pathways • Health literacy • Awareness by students and parents of health care careers • Interest in school 	UCSF SON
Goal 2. Promote healthy families			
Develop innovative strategies to engage and empower Elev8 students and parents to improve health literacy and health advocacy at the individual, family and community levels, linking health and education	<p>Develop a model training partnership among UCSF students, Elev8 site coordinators and community family advocates to enhance delivery of culturally competent care</p> <p>Provide Elev8 students and parents learning opportunities about consumer health issues and opportunities to practice advocacy skills in the healthcare environment. Incorporate job skills that can translate to community outreach employment</p>	<p><u>Among students and parents, demonstrate increased:</u></p> <ul style="list-style-type: none"> • # of trainings and contact between Elev8 students and parents and UCSF SON, SOD students and faculty • Family engagement in health and education activities at school sites • Health literacy • Health advocacy • Opportunities for Elev8 families to meet job requirements for community health outreach 	UCSF SON, SOD, Elev8 Partners, teachers and community health workers, and middle school and feeder elementary school sites

STRATEGY	ACTIVITIES	OUTCOMES	IMPLEMENTER
	<p>Conduct family outreach UCSF SOD and SON will conduct family outreach and students and faculty will participate/present quarterly about health topics at the monthly Family outreach meetings on each site</p>	<p>workers</p> <ul style="list-style-type: none"> • Increased satisfaction with care • Increased parental knowledge of health promotion behaviors 	
Goal 3. Demonstrate sustainability of the integrated health and education model.			
<p>Explore new models of financially sustainable and integrated health care service delivery models in a school-based environment</p>	<p>UCSF SON and SOD faculty and students will provide care that is billable by FQHCs and ACHCSA as a bridge to sustainable post-grant models of care, including Medi-Cal Administrative Activity (MAA) billing through ACHCSA.</p> <p>UCSF SOD will develop a sustainable oral health plan and enhance the dental care to families and patients in the Elev8 Initiative. Cross training health care providers will be a key component of this new partnership.</p> <p>UCSF SON & SOD will work with Partners to create a quality improvement collaborative to maintain and monitor the evidence-based standards developed in Goal #1; this may be extended to other community SHC practices and include:</p> <ul style="list-style-type: none"> • Dissemination of evidence-based best practices • Creation of a learning community with Partners about challenges and successes in implementation of best practices 	<ul style="list-style-type: none"> • Increased cost recovery/reimbursement • Demonstration of maximized funding through CHDP, Medi-cal, SOFP • Integration of faculty and students in the clinics • Increased % of providers and school staff/administrators reporting integration of SHC services in school environment • Documentation of agreed on topics • Quarterly meetings either face to face or through distance technology to discuss, improve on best practices 	<p>UCSF SON &SOD</p>
<p>Develop social justice service learning models² and systems of University/ community knowledge exchange with Safe Passages, FQHC & ACHCSA, and OUSD Partners</p>	<p>UCSF SON faculty and graduate professional students will collaborate on Inter-professional health education so that graduate students are knowledgeable about early adolescent development and promoting protective factors in middle school pupils, as well as oral health risks in middle childhood and early adolescence</p> <p>UCSF SON will work with Partners to develop social justice service learning components and enhance the curriculum for nurse practitioner</p>	<ul style="list-style-type: none"> • Evidence of university and community partners working together sustainably as evidenced by Letters of Agreement and MOUs • Documentation of UCSF SON, SOD students in school health education, screening and case management projects • Documentation of educational offerings, NP student evaluations, student demonstrations of skills • UCSF SON and SOD students achievement of learning objectives linked to community-based health 	<p>UCSF SON &SOD</p>

² Service learning is experiential learning that relates real life experiences to theoretical and conceptual learning in graduate professional education. Service-learning provides students and faculty an opportunity for adapting clinical rotations to contribute to meaningful social change for vulnerable and underserved populations (Gillis A, Mac Lellan M. Service Learning with vulnerable populations: Review of the literature. *International Journal of Nursing Education Scholarship*. 2010;7(1):1-27.)

STRATEGY	ACTIVITIES	OUTCOMES	IMPLEMENTER
	<p>education to prepare graduates for careers in SHC settings</p> <p>UCSF SOD faculty will provide Nurse Practitioner students with training in dental terminology, providing screenings and teaching students to do fluoride varnishes for early adolescents</p>	<p>care service learning</p> <ul style="list-style-type: none"> • Integration of faculty and students in the clinics offering educational programs • UCSF students seeking employment with underserved populations after graduation. 	

