

File ID Number	17-2507
Introduction Date	January 10, 2018
Enactment Number	18-0021
Enactment Date	1-10-18 <i>lf</i>
By	



**OAKLAND UNIFIED SCHOOL DISTRICT  
Office of the Board of Education**

To: Board of Education

From: Kyla Johnson-Trammell, Superintendent  
Vernon Hal, Senior Business Officer  
Jennifer LeBarre, Executive Director Nutrition Services

Subject: **Internship Affiliation Agreement – Utah State University**

**ACTION REQUESTED:**

Approval by the Board of Education of Internship Affiliation Agreement between District, via its Nutrition Services Department and Utah State University.

**BACKGROUND:**

Utah State University request that Nutrition Food Services provided internship affiliation. This agreement is to guide and direct the Parties respecting their affiliation, working arrangements, and agreements in furtherance thereof to provide high-quality learning experiences for University's dietetic interns.

**DISCUSSION**

Oakland Unified School District is able to provide Dietetic Internship education to students attending Utah State University.

**RECOMMENDATION:**

Approval by the Board of Education of Food Service Agreement between District, via its Nutrition Services Department and Utah State University, Internship Affiliation Agreement .

**FISCAL IMPACT**

Will be cost neutral or better.

**Attachments:**

Internship Affiliation Agreement



## INTERNSHIP AFFILIATION AGREEMENT

THIS INTERNSHIP AFFILIATION AGREEMENT (the "Agreement") is made and entered into as of October 25, 2017 [o1] ("Effective Date") between Utah State University ("University") having an office at 1445 Old Main Hill, Logan, UT 84322 and Oakland Unified School District ("Facility" or "OUSD"). University and Facility each may be referred to herein as a "Party" or collectively as the "Parties."

WHEREAS, the purpose of this Agreement is to guide and direct the Parties respecting their affiliation, working arrangements, and agreements in furtherance thereof to provide high-quality learning experiences for University's dietetic interns.

WHEREAS, neither Party intends for this Agreement to alter in any way its respective legal rights or its legal obligations to any third party.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

### **1. Responsibilities of University.**

- **Intern Preparation.** The University will use reasonable efforts to prepare interns selected for participation in the internship.
- **Education Responsibility.** The University will retain general responsibility for the education of its interns. The University will provide the Facility with current copies of curriculum objectives and course descriptions associated with the internship. The University will maintain applicable academic accreditation(s) during the Term. If requested by the Facility, the University will provide credentials and contact information of faculty associated with the internship.
- **Confidentiality.** The University will advise all interns assigned to the Facility regarding the confidentiality of Facility's patient/client records and/or information, including confidentiality duties associated with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Family Educational Rights and Privacy Act of 1974 ("FERPA"). The University will also advise all interns that confidentiality duties are ongoing. University interns will comply with all state and federal laws concern student confidentiality including, but not limited to FERPA and HIPPA.
- **Compliance.** The University will advise interns that they are required to comply with Facility dress codes, rules, regulations, and procedures.
- **Performance Evaluations.** If requested by the Facility, the University will provide instruction via its online training materials and resources to the Facility's staff with respect to the performance evaluation of all the interns at the Facility.
- **Insurance.** The University shall maintain Commercial General Liability insurance, including automobile coverage, with limits of at least One Million Dollars (\$1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. The coverage shall be primary as to OUSD and shall



name Oakland Unified School District as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against the University. The policy shall protect the University and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

## **2. Responsibilities of Facility.**

- **Learning Environment.** The Facility has a responsibility to maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur for participating interns. Therefore, the Facility will provide interns with access to appropriate resources for intern education including: a) access to patients/clients at the Facility in an appropriately supervised environment, in which the intern can complete the University's curriculum; b) intern security badges or other required security access to patient/client care areas; c) access and required training for interns in the proper use of electronic records or paper charts, as applicable; d) computer access; e) some secure storage space for personal items of student when at the Facility; and f) access to call rooms, if necessary.

- **Responsible for Patients/Clients.** The Facility will retain full responsibility for care of its patients/clients and will maintain administrative and professional supervision of interns insofar as their presence and internship assignments affect the operation of the Facility and its care, direct and indirect, of patients/clients. The responsibility of the Facility for patient care should not diminish or preclude opportunities for interns to undertake patient care duties under appropriate supervision.

- **Performance Evaluations.** The Facility will assist the University in the evaluation of the learning and performance of participating interns by completing and returning in a timely fashion University-provided evaluation forms.

- **Orientation.** The Facility will provide for the orientation of interns as to the Facility's rules, regulations, procedures, and policies of the Facility along with any other of Facility's expectations for the participating interns.

- **Supervision.** The Facility will provide qualified and competent staff members in adequate number for the instruction and supervision of interns participating in the internship.

- **Emergency Care.** In the event an intern is exposed to an infectious or environmental hazard or other occupational injury (i.e. needle stick) while at the Facility, the Facility will (a) notify the University of such an event and (b) provide such emergency care as is provided its employees, including, where applicable: examination and evaluation by Facility's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that Facility does not have the resources to provide such emergency care, Facility will refer such interns to the nearest emergency facility. The intern will be responsible for any charges thus generated.

- **Student Records.** Facility, its employees, agents and representatives shall maintain in confidence intern files and personal information and limit access to only those



Facility employees or agents with a need to know. Facility agrees to comply with the Family Educational Rights and Privacy Act ("FERPA"), to the same extent as such laws and regulations apply to the University. For the purposes of this Agreement, pursuant to FERPA, University hereby designates Facility as a school official with a legitimate educational interest in the educational records of the intern(s) who participate in the internship to the extent that access to the records is required by Facility to carry out the internship.

- **Liability Insurance.** If requested by the University, the Facility will provide proof that it maintains liability insurance in commercially reasonable amounts.
- **Claims.** The Facility will provide written notification to the University promptly if a claim arises involving an intern.
- **Incidents.** The Facility will resolve any situation in favor of its patients'/clients' welfare. When an incident or problem occurs involving an intern, the Facility may restrict or remove such intern from the situation or restrict such intern to the role of observer until the incident can be resolved by the Facility. The Facility will notify the University's representative if such an action is required.

### 3. Mutual Responsibilities.

- **Collaboration.** The Parties will work together to maintain a high quality educational environment where patient/client care is paramount. At the request of either Party, a meeting or conference will promptly be held by the Parties' respective coordinators, as set forth below, to resolve any problems or develop any improvements in the operation of the internship.

University-  
Name: Nicole Vance  
Phone Number: 385-646-5570  
Email: dietetic.internship@usu.edu

Facility-  
Name: Amy Glodde, RD, MPH  
Phone Number: 510-464-3335  
Email: amy.glodde@ousd.org

The coordinator may be changed from time to time as needed by providing the other Party with written notice of the change.

- **Background Checks/Tuberculosis Screening.** By signing this Agreement, the University certifies compliance with the following requirements and will provide Facility with evidence of intern qualifications, which include:
  - **Tuberculosis ("TB") Screening.** The University is required to screen interns who will be working at Facility sites for more than six hours. The University affirms that each intern has current proof of negative TB testing on file and TB results are monitored.
  - **Fingerprinting of Interns.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to the University interns under this Agreement and the University certifies its compliance with these provisions as follows: "The University certifies that the University has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all University interns, employees, subcontractors, agents, and subcontractors' employees or agents ("Qualifying Individuals") regardless of whether those individuals are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of the University, 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 none of these individuals have been convicted of a felony, as that term is defined in Education Code section 45122.1. The University further certifies that it has received and reviewed fingerprint results for each Qualifying Individual and has requested and will review subsequent arrest records for all individuals listed herein who may come into contact with OUSD pupils in providing services to the District under this Agreement.”

- **Other Requirements.** If applicable, the Facility shall notify the University of any further requirements (i.e. CPR training, fingerprints, food handler permit, physical exam, etc.). When so informed, the University will inform and assist interns in obtaining the requirements. Unless provided by the Facility, the costs associated with any such requirement will be paid by the intern.

- **Intern Removal.** In the event that the Facility, in its sole discretion, at any time during the term of this contract, desires the removal of any University related interns, persons, employees, representatives or agents from an OUSD school site and, or property, the University shall immediately, upon receiving notice from the Facility of such desire, cause the removal of such person or persons. Such request shall be in writing, and may, at the Facility’s discretion, include a statement of the reason or reasons why Facility desires to have the intern removed. OUSD may immediately remove from the premises any intern who poses an immediate threat or danger to personnel or to the quality of medical services, or for unprofessional behavior. The Facility will notify the appropriate office of the University if such an action is required. The University may terminate a student’s participation when, in its sole discretion, further participation by the intern would no longer be appropriate. The University will notify the Facility if such action is required.

- **Expenses.** Expenses incurred for normal activities in accordance with this Agreement shall be covered by the Party incurring the cost, except when otherwise prearranged in writing.[o2]

- **Non-Discrimination.** Neither University nor Facility will discriminate in any way based on race, color, religion, sex, national origin, age, genetic information, sexual orientation or gender identity/expression, disability, status as a protected veteran, or any other status protected by local, state, or federal law.

- **Drug-Free / Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No University students, staff, visitors, interns, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.

- **Compliance with the Law.** The University and Facility shall comply with all applicable federal and state laws, including FERPA and the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and rules and regulations promulgated thereunder.

**4. Term and Termination.** This Agreement will commence as of the Effective Date and will continue for three (3)[o3] years or until terminated. This Agreement may be terminated at any time and for any reason by either Party upon not less than ninety (90) days prior written notice to the other Party. Should notice of termination be given under this Section, interns scheduled with Facility prior to the termination date will be permitted to complete any previously scheduled internship at Facility.



5. **Employment Disclaimer.** Participation in the internship will not afford interns status as employees or agents of the Facility or University for any purpose. The Parties agree that interns will not be entitled to receive any compensation or employment benefits from Facility, including but not limited to, health care or workers' compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect. Facility will not be required to purchase any form of insurance for the benefit or protection of any intern of the University. The Parties agree that in compliance with HIPAA, if an intern has access to protected health information of the Facility, then such intern shall be considered a member of the Facility's "workforce" as that term is defined by 45 CFR 160.103.

6. **Liability.** Each Party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by such Party or its employees, agents, or subcontractors, in the performance or omission of any act or responsibility of said Party under this Agreement. Neither Party shall be liable for any special, consequential, lost profit, expectation, punitive or other indirect damages in connection with any claim arising out of or relating to this Agreement, whether grounded in tort (including negligence), strict liability, contract, or otherwise.

7. **Miscellaneous**

- **Choice of Law and Venue.** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.

- **Government Records and Management Act.** Facility acknowledges that University is a governmental entity subject to the Utah Government Records Access and Management Act, Utah Code section 63G-2-101 et seq., as amended ("GRAMA"); that certain records within University's possession or control, including without limitation, the Agreement (but not including (i) proprietary software or (ii) materials to which access is limited by the laws of copyright or patent), may be subject to public disclosure; and that University's confidentiality obligations shall be subject in all respects to compliance with GRAMA. Pursuant to Section 63G-2-309 of GRAMA, any confidential information provided to University that Facility believes should be protected from disclosure must be accompanied by a written claim of confidentiality and a concise statement of reasons supporting such claim. Notwithstanding any provision to the contrary in the Agreement, University may disclose any information or record to the extent required by GRAMA or otherwise required by law, and to University's employees, attorneys, accountants, consultants and other representatives on a need to know basis; provided, that such representatives shall be subject to confidentiality obligations no less restrictive than those set forth in the Agreement.

- **Governmental Immunity.** Facility further acknowledges that University is a governmental entity under the Governmental Immunity Act of Utah, Utah Code section 63G-



7-101 et seq., as amended (the "Act"). Nothing in the Agreement shall be construed as a waiver by University of any protections, rights, or defenses applicable to University under the Act, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. It is not the intent of University to incur by contract any liability for the operations, acts, or omissions of Facility or any third party and nothing in the Agreement shall be so interpreted or construed. Without limiting the generality of the foregoing, and notwithstanding any provisions to the contrary in the Agreement, any indemnity obligations of University contained in the Agreement are subject to the Act and are further limited only to claims that arise directly and solely from the negligent acts or omissions of University. Any limitation or exclusion of liability or remedies in the Agreement for any damages other than special, indirect or consequential damages, shall be void and unenforceable.

- **Notice.** Any payment, notice, or other communication required or permitted to be given to either party hereto shall be in writing and shall be deemed to have been properly given and effective: (a) on the date of delivery if delivered in person during recipient's normal business hours; or (b) on the date of attempted delivery if delivered by courier, express mail service or first-class mail, registered or certified. Such notice shall be sent or delivered to the respective addresses listed below (which addresses may be updated by providing written notice to the other Party, as needed):

University-  
Utah State University Dietetic Internship  
Granite Education Center  
2500 S. State Street, 5<sup>th</sup> Floor  
Salt Lake City, UT 84115  
(385) 646-5570  
email: dietetic.internship@usu.edu

Facility-  
Office of Nutrition Services  
Oakland Unified School District  
900 High Street  
Oakland, CA 94601  
email: Jennifer.LaBarre@ousd.org

- **Assignment.** Neither party may assign, transfer, or otherwise dispose of its rights, interests, or duties hereunder, in whole or in part, to any third party without prior written approval from the other Party.
- **Relationship of Parties.** In assuming and performing the obligations of this Agreement, the Parties are each acting as independent parties and neither shall be considered or represent itself as a joint venture, partner, agent or employee of the other.
- **Amendment and Supplement.** Any amendment and/or supplement of this Agreement shall come into force only after a written agreement is signed by both Parties. The amendment and supplement duly executed by both Parties shall be part of this Agreement and shall have the same legal effect as this Agreement.
- **Merger.** This Agreement embodies the entire understanding of the Parties and supersedes all previous communications, representations, or understandings, either oral or written, between the Parties relating to the subject matter thereof.
- **Severability.** The provisions of this Agreement are severable, and in the event that any provision of this Agreement shall be determined to be invalid or unenforceable under any controlling body of the law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions herein.



- Signature Authority. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference. The Parties agree that to the extent any recital or document incorporated herein conflicts with any term or provision of this Agreement, the terms and provisions of this Agreement shall govern.
- No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- Waiver. No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.

IN WITNESS THEREOF the Parties have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the Effective Date set forth above.

UTAH STATE UNIVERSITY

FACILITY

By: *Dwight E. Davis*  
 Print Name: Dwight E. Davis  
 Title: AVP of Business and Finance  
 Date: \_\_\_\_\_

By: *Jennifer LeBarre*  
 Print Name: Jennifer LeBarre  
 Title: Executive Director  
 Date: 11/28/17

UNIFIED SCHOOL DISTRICT  
 Office of the General Counsel  
 APPROVED FOR FORM & SUBSTANCE  
 By: *Seth Eckstein*  
 Seth Eckstein, Attorney at Law

File ID Number: 17-2507  
 Introduction Date: 1-10-18  
 Enactment Number: 18-0021  
 Enactment Date: 1-10-18  
 By: \_\_\_\_\_

*Aimee Eng*  
 Aimee Eng  
 President, Board of Education

*Kyla R. Johnson-Trammell*  
 Kyla R. Johnson-Trammell  
 Secretary, Board of Education



CERTIFICATE OF INSURANCE		CERTIFICATE # CERT-1800603		ISSUE DATE 10/11/2017	
<b>PRODUCER</b> UTAH STATE RISK MANAGEMENT 5120 STATE OFFICE BUILDING SALT LAKE CITY UT 84114 (801) 538-9560		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
		<b>COMPANIES AFFORDING COVERAGE</b>			
<b>INSURED</b>		COMPANY LETTER	A UTAH STATE RISK MANAGEMENT FUND		
UTAH STATE UNIVERSITY		COMPANY LETTER	B		
6600 Old Main Hill		COMPANY LETTER	C		
LOGAN UT 84322		COMPANY LETTER	D		
		COMPANY LETTER	E		
<b>COVERAGES</b>					
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (M/D/YY)	POLICY EXPIRATION DATE (M/D/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> OWNER'S AND CONTRACTOR'S PROT <input type="checkbox"/> PRODUCTS-COMP OPS AGGREGATE <input type="checkbox"/> PERSONAL AND ADVERTISING INJURY	HE 56	07/01/2017	06/30/2018	EACH OCCURRENCE \$1,000,000 PRODUCTS-COMP OPS AGG PERSONAL ADV INJURY GENERAL AGGREGATE \$3,000,000 FIRE DAMAGE (any 1 fire) MED EXPENSE (any 1 pers)
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				COMBINED SINGLE LIMIT BODILY INJURY (per person) BODILY INJURY(per accident) PROPERTY DAMAGE
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE
A	<b>OTHER</b> <input checked="" type="checkbox"/> PROFESSIONAL LIABILITY <input type="checkbox"/> PROPERTY <input type="checkbox"/> ERRORS AND OMISSIONS <input type="checkbox"/> AUTO COMP AND COLLISION <input type="checkbox"/> COURSE OF CONSTRUCTION	HE 56	07/01/2017	06/30/2018	EACH OCCURRENCE \$1,000,000 AGGREGATE \$3,000,000 PROP Amount: Auto Comp/Coll:
<b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLE/SPECIAL ITEMS</b> Proof of Insurance FY18. USU Dietetics is entering in to an agreement to place dietetic interns completing rotations with Oakland Unified School District. Beginning - 10/25/2017 / Ending - 10/24/2020					
Regardless of any indemnity language in a contract between Certificate Holder and Insured Organization, unless such indemnity language is pre-approved by State Risk Management, additional insured status does not confer any coverage on the Certificate Holder for the actions or activities of the Certificate Holder, its employees or representatives. Additional insured: Subject to all its terms, conditions, exclusions and endorsements as is afforded by the coverage document, shall also apply to the following entity but only as respects to liability arising directly from the actions and activities of the covered party described above. Issuance of this certificate does not waive any limit on liability or any defense which may be asserted under UGIA 63G7 et seq.					
<b>CERTIFICATE HOLDER</b> <input checked="" type="checkbox"/> Additional Insured					
Oakland Unified School District 900 High Street Oakland CA 94601		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES			
		<b>AUTHORIZED REPRESENTATIVE</b> Mark Petersen		<b>DATE</b> 10/11/2017	