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File ID Number	15-1422
Introduction Date	8/12/15
Enactment Number	15-1284
Enactment Date	8/12/15



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education
From Antwan Wilson, Superintendent

**Board Meeting
Date** August 12, 2015

*(To be completed by
Procurement)*

Subject Agreement - San Francisco State University - (contractor) - Health & Wellness -
922/Community Schools and Student Services Department (site/department)

Action Requested Approval of an Agreement between the Oakland Unified School District and San Francisco State University, San Francisco, CA, to be primarily provided via the Community Schools and Student Services Department for the period of July 6, 2015 through June 30, 2018.

Background
A one paragraph explanation of why the consultant's services are needed. San Francisco State University undergraduate students majoring in Health Education need real world experience around planning, implementing and evaluating health education programs. Placing them with our OUSD Health & Wellness staff and our OUSD Site Wellness Champions will provide a great opportunity for them and for OUSD.

Discussion
One paragraph summary of the scope of work. Approval by the Board of Education of a Memorandum of Agreement between the District and San Francisco State University, San Francisco, CA, for the latter to provide undergraduate students practical experience around Health Education. OUSD will benefit by engaging SF State students with our programs, having more staff to implement activities and ideally, encouraging the University students to consider school health as a future profession. These San Francisco State students will work with the Health and Wellness Unit via the Community Schools and Student Services Department for the period of July 6, 2015 through June 30, 2018, at no cost to the District.

Recommendation Approval of an Agreement between Oakland Unified School District and San Francisco State University. Contractual services to be provided by the Community Schools and Student Services Department for the period of July 6, 2015 through June 30, 2018.

Fiscal Impact Funding resource name (please spell out): No Fiscal Impact

Attachments Placement Agreement
Certificate of Insurance

**HEALTH EDUCATION STUDENT INTERNSHIP
PLACEMENT AGREEMENT BETWEEN
Oakland Unified School District
AND
SAN FRANCISCO STATE UNIVERSITY**

THIS AGREEMENT entered into this the 6th day of the month of **July 2015** pursuant to Education Code 89036, by and between the TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY, hereinafter called the "Trustees," on behalf of SAN FRANCISCO STATE UNIVERSITY, hereinafter called "University" and Oakland Unified School District hereinafter called "Agency."

WITNESSETH:

WHEREAS, the University provides training and degree programs in the field of **Health Education** and desires its students to obtain practical experience at Agency's Facilities. Specifically, according to the Council on Education for Public Health, students must have opportunities to integrate, synthesize and apply knowledge through cumulative and experiential activities. All students must complete a cumulative, integrative and scholarly or applied experience or inquiry project that serves as a capstone to the education experience.

WHEREAS, it is to the mutual benefit of the parties that students of the University use the facilities of the Agency for their practical experience,

NOW, THEREFORE, in consideration of the covenants, conditions, and stipulations hereinafter expressed and in consideration of the mutual benefits to be derived wherefrom, the parties hereto agree as follows:

I. AGENCY SHALL:

- A. Permit each student who is designated by the University pursuant to Paragraph II.A below to receive practical experience at the Agency and shall furnish and permit such students and University instructor's reasonable access to appropriate facilities for such practical experience.
- B. Furnish appropriate facilities and accommodations in such a manner that there will be no conflict in the use thereof between the University's student and students from other educational institutions, if any. The facilities in which the student will be participating in the internship will be in an appropriate and formal setting.
- C. Maintain the facilities used for practical experience in such a manner that said facilities shall at all times conform to the requirements of the curriculum requirements of the University.
- D. Student Supervision. Students shall perform services for clients only when under the supervision of a registered, licensed or certified professional. Such registered professionals are to be certified or licensed in the discipline in which supervision is provided. Students need to be directly supervised for the entire required hours, and preceptor must have at least a Master's Degree in Public Health or closely related field. Students shall work, perform assignments, participate in programs and services of the Agency, including but not limited to staff meetings, and in-service educational programs, all at the discretion of their supervisors designated by the Agency. Students are trainees, not employees, and are not to replace Agency staff.
- E. Provide First Aid and other emergency treatment on-site, including, but not limited to, immediate evaluation for risk of infection and appropriate follow-up care of student in the event of a needle stick

injury to or other exposure of student to blood or body fluids. In the case of suspected or confirmed exposure to the human immuno-deficiency virus (HIV), such follow-up care shall include, but not be limited to, the option for appropriate post-exposure HIV testing and the option for prophylactic therapy with zidovudine (AZT) and/or other appropriate pharmacologic agents as medically indicated.

- F. Permit and encourage members of the Agency and/or resident staff of the Agency to participate in the instructional phase of the practical experience.
- G. Have the right, after consultation with the University to refuse to accept for further practical experience any of the University's students who in the Agency's judgment are not participating satisfactorily in said program.
- H. Notify the University's internship instructors, in advance, of any change in the Agency's Program Supervisors appointments.
- I. Make available current copies of publications dealing with policies and procedures of the Agency.

II. TRUSTEES, THROUGH THE UNIVERSITY SHALL:

- A. Designate the students who are enrolled in the Program of the University to be assigned for practical experience at the Agency, in such numbers as are mutually agreed to by both parties. Facilities must be designated and mutually agreed upon by the parties at the time the contract is executed.
- B. Designate a faculty member to coordinate with a designee of Agency in the planning of the Program to be provided students.
- C. Keep all attendance and academic records of students participating in said program.
- D. Inform students that they shall conform to all applicable Agency policies, procedures, and regulations, and all requirements and restrictions specified jointly by representatives of the University and Agency.
- E. Notify, by-way-of instructors, Agency's program supervisor in advance of:
 - 1. Student schedules
 - 2. Placement of students in practical assignments
 - 3. Changes in practical assignments
- F. In consultation and coordination with the Agency, arrange for periodic conferences between appropriate representatives of the University and Agency to evaluate the practical experience program provided under this agreement.
- G. Provide and be responsible for the care and control of the University's educational supplies, materials, and equipment used for instruction during said program.
- H. When required, University shall advise Student they are responsible to provide Agency a background check prior to placement. At a minimum, the background check may include the following: verification of identity (social security trace); criminal background check in all counties of residence and employment for the last seven (7) years; motor vehicle records trace; and Office of Inspector General ("OIG") sanction trace.

- I. University shall ensure that each student complies with Agency's requirements for immunizations and tests, including but not limited to an annual health examination, rubella and rubeola titre, mumps, DT, tuberculin skin test, influenza immunization (required annually) or declination statement and chest x-ray if determined appropriate by Agency. School shall also ensure that students follow Agency's policies and procedures regarding blood-borne pathogens including but not limited to universal precautions.

III. INSURANCE

- A. Agency, at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force, and maintain insurance as follows:

1. Professional Medical and Agency Liability Insurance with limits of one million dollars (\$1,000,000) per occurrence and a general aggregate of three million dollars (\$3,000,000). If such insurance is written on a claims-made form, it shall continue for three years following termination of this agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.
2. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with a limit of one million dollars (\$1,000,000) per occurrence.

However, if such insurance is written on a claim made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

3. Worker's Compensation and Employer's Liability Insurance in a form and amount covering Agency's full liability as required by law under the Worker's Compensation Insurance and Safety Act of the State of California and other applicable statutes as amended from time to time.
4. Such other insurance in such amounts from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.
5. Liability insurance policies must be endorsed to include the state of California, the Trustees of the California State University, San Francisco State University, the employees, officers, and agents of each of them as additional insured under the policies. Specific additional insured endorsement documentation is required. A statement on the insurance certificate itself is not sufficient.

It should be expressly understood, however, that the coverage's required under this Paragraph III. A (1), (2), and (3) shall not in any way limit the liability of Agency.

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

1. Professional Medical and Agency Liability self-insurance with limits of one millions dollars (\$1,000,000) per occurrence, with a general aggregate of three million dollars (\$3,000,000).
2. General Liability Self-Insurance Program with a limit of one million dollars (\$1,000,000) per occurrence.

3. Worker's Compensation and Employer's Liability Self-Insurance Program covering University's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California and other applicable statutes 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 coverage required under this Paragraph III. B. (1), (2) and (3) shall not in any way limit the liability of University.

The coverage referred to under (1) and (2) of this Section 10.B. shall include Agency as an insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of University, its officers, agents, and/or employees. University, upon the execution of this Agreement, shall furnish Agency with Certificates of Self-Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days advance written notice to Agency of any modification, change or cancellation of any of the above self-insurance coverage.

C. University shall ensure that all students shall procure and maintain a policy of professional liability insurance prior to reporting to placement site.

IV. INDEMNIFICATION

- A. Agency shall defend, indemnify and hold University, its officers, employees, agents and students harmless from and against any and all liability, loss, expense 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, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Agency, its officers, employees, or agents.
- B. University shall defend, indemnify and hold Agency, its officers, employees and agents harmless from and against any and all liability, loss, expense, 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, or claims for injury or damages are caused by result from the negligent or intentional acts or omissions of University, its officers, employees, or agents.

V. STATUS OF STUDENTS

- A. During the period in which a student is assigned to the Agency, the student shall be under the ultimate direction and control of the Agency's Program Director or, in the Program Director's absence, his/her designee(s).
- B. It is agreed and understood by the parties that students under this Agreement are in attendance at Agency for educational purposes and such students are not to be considered as employees of Agency or University. No monetary consideration will be afforded to students under this Agreement.
- C. Agency shall retain full and medical responsibility for the care of clients and will maintain professional and administrative supervision of students insofar as their presence affects the operation of the Agency and/or the direct and indirect care of clients.

VI. DISCRIMINATION PROHIBITION

Agency and University agree not to discriminate in the selection or acceptance of any student pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran's status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status; or citizenship, within limits imposed by law or Agency policy.

VII. TERM

The term of this Agreement shall become effective upon final execution and shall continue in effect for a maximum of three (3) years, through June 30, 2018 or until earlier terminated.

VIII. 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.

IX. ASSIGNMENT

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

X. STUDENT ASSIGNMENT: Seven Areas of Accredited Competencies

Interns must engage in public health practice and satisfy at least one of the following Seven Areas of Responsibility outlined by the National Commission on Health Education Credentialing.

1. Assessing Individual and Community Needs for Health Education
2. Planning Effective Health Education Programs
3. Implementing Health Education Programs
4. Evaluating Effectiveness of Health Education Programs
5. Coordinating Provision of Health Education Services
6. Acting as a Resource Person in Health Education
7. Communicating Health and Health Education Needs, Concerns, and Resources

XI. 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.

XII. 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 of 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.

XIII. EXHIBITS

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

XIV. MODIFICATIONS AND AMENDMENTS

This Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both parties. Agency and University agree to amend this Agreement to the extent amendment is required by an applicable regulatory authority and the amendment does not materially affect the provisions of this Agreement.

XV. 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.

XVI. GOVERNING LAW

This Agreement has been governed in all respects by the laws of the State of California.

XVII. 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 AGENCY:

Oakland Unified School District

Agency

746 Grand Avenue

Address

Oakland, CA 94610

City, State, Zip

Attn: _____

Name and Title

TO UNIVERSITY

San Francisco State University

Attn: Megan Dobbyn, Associate Procurement Officer

1600 Holloway Avenue, Corp Yard 140

San Francisco, CA 94132

(415) 338-1837, mdobbyn@sfsu.edu

File ID Number: 15-1422

Introduction Date: 8/12/15

Enactment Number: 15-1284

Enactment Date: 8/12/15

By: JA

In Witness Whereof the parties have executed this Agreement as set forth below.

"University"

By: [Signature]

Name: Megan Dobbyn

Title: Associate Procurement Officer

Date: 7/16/15

SFSU HED Agency Contract 2014md

"Agency"

By: [Signature] **OAKLAND UNIFIED SCHOOL DISTRICT**

James Harris **Office of General Counsel**

Name: President, Board of Education **APPROVED FOR FORM & SUBSTANCE**

Title: [Signature] **Attorney at Law**

Date: [Signature]

Date: Antwan Wilson

Secretary, Board of Education

OSD or the District verifies that the Contractor does not appear on the Excluded Parties List at <https://www.sam.gov/> 6



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/17/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc. 100 Pine Street - 11th Floor San Francisco CA 94111	CONTACT NAME:		
	PHONE (A/C, No, Ext): 415-403-1400	FAX (A/C, No):	
INSURED The California State University (CSU) 401 Golden Shore, 5th Floor Long Beach, CA 90802 San Francisco State University	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Lloyds of London		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 757491456

REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			B0621PCSUR000415	7/1/2015	6/30/2016	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY <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						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Student Professional Liability Insurance Program (SPLIP)			B0621PCSUR000415	7/1/2015	6/30/2016	\$2,000,000 \$4,000,000 Each Claim Policy Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS CERTIFICATE IS PROVIDED FOR EVIDENCE ONLY. General Liability and Professional Liability coverage is provided on a claims-made basis including a 3 year extended reporting period. Coverage extends to students enrolled in covered academic courses. Coverage extends to any affiliate institution to whom the Named Insured is obligated by written agreement to add as Additional Insured. Coverage applies only when there exists a written agreement between the University and the affiliate institution, which is executed prior to an incident giving rise to a claim for a covered loss.

Re: Health Education Student Internship Placement Agreement during the policy period.

CERTIFICATE HOLDER

CANCELLATION

Oakland Unified School District Attn: Risk Management 900 High Street Oakland CA 94601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF COVERAGE

DATE (MM/DD/YYYY)

7/17/2015

PRODUCER

Alliant Insurance Services, Inc.
100 Pine Street, 11th Floor
San Francisco CA 94111

THIS CERTIFICATE IS ISSUED AS A MATTER OF EVIDENCE ONLY AND CONFERES NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE MEMORANDUM(S) OF COVERAGE BELOW.

THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING COVERAGE PROVIDER, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: IF THE CERTIFICATE HOLDER IS AN ADDITIONAL COVERED PARTY, THE MEMORANDUM OF COVERAGE MUST BE ENDORSED. A STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

IMPORTANT: IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE MEMORANDUM(S) OF COVERAGE AN ENDORSEMENT MAY BE REQUIRED. A STATEMENT ON THE CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

NAMED COVERED PARTY

San Francisco State University
1600 Holloway Avenue
Administration Building, Room 252
San Francisco CA 94132

PROGRAM AFFORDING COVERAGE

A: CSURMA

B:

C:

COVERAGES

THIS IS TO CERTIFY THAT THE COVERAGE IS AFFORDED TO THE ABOVE NAMED MEMBER, AS PROVIDED BY THE MEMORANDUM(S) OF COVERAGE, FOR THE PERIOD SHOWN BELOW, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE PROGRAM DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUM(S) OF COVERAGE. THE FOLLOWING COVERAGE IS IN EFFECT.

JPA LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YY)	COVERAGE EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXPENSE (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
					PRODUCTS-COMP/OP AGG	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input type="checkbox"/> MEMOR-ANDUM <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO					
	<input type="checkbox"/> ALL OWNED AUTOS					
	<input type="checkbox"/> SCHEDULED AUTOS					
A	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY	CSURMA-WC-1516	7/1/2015	6/30/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$1,000,000
	IF YES, DESCRIBED UNDER SPECIAL PROVISION BELOW				E.L. DISEASE - EA EMPLOYEE	\$1,000,000
					E.L. DISEASE - POLICY LIMIT	\$1,000,000
	OTHER					
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL/PROVISIONS

Evidence of coverage as respects the Health Education Student Internship Placement Agreement during the policy period.

CERTIFICATE HOLDER

Oakland Unified School District
Attn: Risk Management
900 High Street
Oakland CA 94601

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUM(S) OF COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUM(S) OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE



Systemwide Risk Management
401 Golden Shore, 5th Floor
Long Beach, CA 90802-4210

www.calstate.edu

July 1, 2015

TO WHOM IT MAY CONCERN:

**Ref: THE CALIFORNIA STATE UNIVERSITY GENERAL LIABILITY,
WORKERS' COMPENSATION, PROPERTY, PROFESSIONAL LIABILITY,
AND AUTOMOBILE LIABILITY SELF-INSURANCE PROGRAM**

The State of California has elected to be self-insured for its general liability, workers' compensation, professional liability, motor vehicle liability, and property exposures through an annual appropriation from the General Fund. As a State agency, the California State University, Office of the Chancellor, the Trustees, and its system of campuses are included in this self-insured program.

The Office of Risk Management in the Chancellor's Office administers the general liability, workers' compensation, property, and professional liability programs. The State Office of Risk and Insurance Management administers the motor vehicle liability program.

Under this form of insurance, the State and its employees (as defined in Section 810.2 of the Government Code) are insured for any tort liability that may develop through carrying out official activities, including state official operations on non-state owned property. Should any claims arise by reason of such operations or under an official contract or license agreement, they should be referred to the California State University, Office of Risk Management, 401 Golden Shore, 5th Floor, Long Beach, CA 90802-4210.

Please feel free to contact me if you have any questions.

Sincerely,



Robert Eaton
Assistant Vice Chancellor
Financing, Treasury, and Risk Management
California State University

CSU Campuses
Bakersfield
Channel Islands
Chico
Dominguez Hills
East Bay

Fresno
Fullerton
Humboldt
Long Beach
Los Angeles
Maritime Academy

Monterey Bay
Northridge
Pomona
Sacramento
San Bernardino
San Diego

San Francisco
San José
San Luis Obispo
San Marcos
Sonoma
Stanislaus



Student Professional Liability Insurance Program (SPLIP)

COVERAGE SUMMARY

INSURER:

Lloyd's of London

POLICY TERM:

July 1, 2015 to
July 1, 2016

POLICY NO:

B0621PCSUR000415



QUESTIONS:

Robert Leong

(415) 403-1441
rleong@alliant.com

Van Rin

(415) 403-1408
vrin@alliant.com

Hsan Htein

(415) 403-1452
hhtein@alliant.com

INSURED:

1. California State University (CSU)
2. All campuses of the CSU
3. Employees, Faculty, Staff of the CSU
4. CSU Students enrolled in Nursing, Allied Health, Social Work, or Education credential programs of the CSU

* Enrolled Students mean students who are enrolled and in good standing while completing an internship and registered/enrolled in a course that requires the internship experience, including academic breaks during the policy period. Enrolled Students also include students who have not received a letter grade in a course (e.g., assigned an "Incomplete"), but remain registered for that course until the Incomplete objectives are met, but for no more than one (1) year from the granting of the Incomplete.

ADDITIONAL INSURED:

Any affiliate institution to whom the Named Insured is obligated by written agreement to provide such coverage as is afforded by this policy.

COVERAGES:

1. General Liability
2. Professional Liability
3. Educator's Errors & Omissions Liability

COVERAGE DESCRIPTION:

Covers General Liability and Professional Liability of CSU students enrolled in a Health Profession practicum, Social Welfare program, Social Work program, or Education Credential program of the CSU who are required by a host institution to obtain general liability and/or professional liability insurance for participation in the institution's affiliation program.

COVERAGE TERRITORY:

Worldwide, suit must be brought to USA

LIMITS:

\$2,000,000 Each Loss
\$4,000,000 Aggregate for all Covered Parties, and not per student

MEMBER'S DEDUCTIBLE:

\$0 Per Claim

PREMIUM RATE:

\$20.00 per student in Nursing, Allied Health, Social Work, or Education
This flat rate is non-refundable, and is not subject to a prorate premium return if student is enrolled for less than one year.

While we believe this Summary of Insurance fairly represents the terms, conditions and exclusions found in your insurance policies, in the event of any differences between the policies themselves and this summary, the policy provision will direct any resolution. This summary is not intended to replace or supersede any of your insurance contracts.



Student Professional Liability Insurance Program (SPLIP)

COVERAGE SUMMARY

COVERAGE EXTENSION:

1. **Legal Representation:** defense cost included for covered claims.
2. **Personal Injury Liability:** protects up to the Coverage Limits against covered claims arising from charges of privacy violation, libel, slander, assault & battery, and other alleged personal injuries.
3. **School Grievance/ Academic Disciplinary Hearings:** reimburses for expenses incurred for defense of a school grievance or academic disciplinary hearing or proceeding; \$5,000 per proceeding; \$100,000 aggregate.
4. **Damage to Property of Others:** for damage caused accidentally by a Covered Party to the property of others at your location; \$5,000 per incident; \$100,000 aggregate.
5. **Assault Coverage:** covers your medical expenses or reimburses you for damage to your property if you are assaulted at your location; \$5,000 per incident; \$100,000 aggregate.
6. **Medical Payments:** reimbursement of medical expenses to others injured on your location; \$5,000 per incident; \$100,000 aggregate.
7. **First Aid Expenses:** for expenses you incur in rendering first aid to others: \$5,000 per defendant; \$100,000 aggregate.
8. **Defendant Expense Benefit:** reimburses you for lost wages and other expenses incurred when you attend a required trial, hearing or proceeding as a defendant in a covered claim: \$5,000 per defendant; \$100,000 aggregate.

NO EXCLUSION FOR:

1. Sexual Harassment
2. Abuse or Molestation
3. Corporal Punishment

COMMENTS / CONDITIONS:

1. This is a "claims- made" policy. Coverage is only provided for claims which are both: (1) first made against the Insured during the Policy Period; and (2) reported to the Carrier as soon as practicable, but not later than 3 years after the Policy Period. Coverage is only provided for claims arising from Professional Services which are rendered or Incidents which occurred during the Policy Period.
2. Students enrolled in Nursing, Allied Health, Social Work, or Education credential programs of the CSU who also perform community service or volunteer work for academic credit are covered by this Student Professional Liability Insurance Program (SPLIP) at no additional premium.
3. Other CSU students performing community service or volunteer work for academic credit and students enrolled in radio, television or film academic programs of the CSU are separately covered by the Student Academic Field Experience for Credit Liability Insurance Program (SAFECLIP). Please refer to SAFECLIP summary for details.



Endorsement No.:	Per Blanket Additional Covered Party attached to Memorandum of Coverage of Coverage listed below
Effective:	07/01/2015
Forms a part of MOC No.:	CSURMA-LIAB-1516
Issued to:	Per Attached Certificate of Coverage
Issued by:	California State University Risk Management Authority (CSURMA)
Issued on behalf of Member:	CSURMA Member On File With Company

This Endorsement Changes The Memorandum of Coverage. Please Read It Carefully.

ADDITIONAL COVERED PARTY

Section VI. DEFINITIONS - The definition of **Additional Covered Party** is amended to include as a covered party the person or organization shown as the entity “Issued To” above, but only with respect to bodily injury and property damage liability arising out of the “Described Lease or Activity” above for that covered party by or for you.

The coverage provided does not apply to any **occurrence** taking place:

1. Prior to the commencement of the **Members'** operations or occupation of the premises; or
2. After the **Members'** operations have been completed or occupation of the premises has ceased.

The limits of coverage will be limited to the limits required within the terms of the written contract or the limits of liability of this Memorandum, whichever is less, and will apply in excess of the **Members' retained limit** shown in the Declarations. CSURMA will not be obligated for limits of coverage shown in the written contract that are greater than the limits of liability of this Memorandum.

Any other coverage carried by a certificate holder which may be applicable shall be deemed excess and the **Member's** coverage primary notwithstanding any conflicting provisions in the **Member's** memorandum of coverage.

All other terms and conditions in the memorandum of coverage remain unchanged.
CSURMA0001 (07/10)

Signed:

Robert Fuz

Date: 7/1/15

A Public Entity Joint Powers Authority

Student Professional Liability Insurance Program (SPLIP)

COVERAGE SUMMARY

NURSING PROFESSIONS:

Case Manager
Geriatric Nursing Assistant
Nurses Aide - Facility Setting
Nurses Aide - In-home Setting
Nursing Assistant - Facility Setting
Nursing Assistant - In-home Setting
Home Health Aide
LPN/LVN
Nurse - Anesthetists
Nurse - Midwives
Registered Nurse

Nurse Practitioner:
Geriatric/Adult/Family Planning-GYN
OB-GYN/Acute Critical Care OB-GYN
Pediatric/Neonatal/Family Practice/Acute Care
Psychiatric

ALLIED HEALTH PROFESSIONS:

Art Therapist
Athletic Trainer
Audiologist
Blood Bank Technician
Bio-Medical Technician
Cardiographic Technician
Cardiology Technician
Case Manager
Certified Laboratory Technician
Certified Medical Assistant
Certified Occupational Therapy Assistant
Chiropractic Assistant
Circulation Technician
Clinical Laboratory Technician
Community Health Assistant
Community Health Technician
Corrective Therapist
Dance Therapist
Dental Hygienist
Diagnostic Medical Sonographer
Dialysis Technician
Dietitian
EEG (Electroencephalogram) Technician
EKG (Electrocardiogram) Technician
Optometry Assistant/Technician
Orthopedic Assistant
Podiatrist
Perfusionist
Personal Trainer
Pharmacist
Pharmacist Technician
Physical Therapist
Physical Therapist Assistant
Physician Assistant Podiatric Assistant
Psychologist
Radiation Therapist
Radiological Technician
Recreation Therapist

Electrologist
EMT- Paramedic
EMT- Basic/Intermediate
EMT- Volunteer
Enterostomal Therapist
Exercise Physiologist
Health Educator
Histologic Technician
Hospital Pharmacy Technician
Kinesiologist/Kinesiotherapist
Laboratory Aide
Massage Therapist
Medical Assistant
Medical Laboratory Technician
Medical Records Administrator
Medical Records Technician
Medical Technician
Medical Technician Assistant
Mental Retardation Worker
Music Therapist
Nuclear Medical Technician
Nutritionist
Occupational Therapist
Occupational Therapist Assistant
Rehabilitation Assistant
Rehabilitation Therapist
Respiratory Care Practitioner
Respiratory Care Provider
Respiratory Therapist
Respiratory Therapist Technician
Speech Hearing Therapist
Speech Language Pathologist
Sports Medicine Instructor
Sports Medicine Therapist
Surgical Technician
Vascular Technologists
X-Ray Machine Operator



Student Professional Liability Insurance Program (SPLIP)

COVERAGE SUMMARY

SOCIAL WORK / SOCIAL WELFARE PROFESSIONS:

Alcohol/Drug Counselor	Licensed Professional Counselor
Bodywork Counselor	Life Coach Counselor
Career Counselor	Marriage/Family Counselor
Case Manager	Mental Health Counselor
Clinical Counselor	Pastoral Counselor
Counselor Educator	Psychological Counselor
Forensic Counselor	Rehabilitation Counselor
Genetic Counselor	Social Worker
Licensed Professional Clinical Counselor	

EDUCATION / TEACHING PROFESSIONS:

School Administration:

Admittance
Desegregation
Enrollment
Expulsion
Extracurricular Activities
Integration

Educational Instruction:

Career Guidance
Guidance Counseling
School Counselor
Student Consumerism
Teaching Assistants

HOW TO REPORT A CLAIM:

Alliant Insurance Services, Inc.
100 Pine Street, 11th Floor
San Francisco, CA 94111-5101

Bob Frey
415-403-1445
rfrey@alliant.com

Martin Fox-Foster
415-403-1417
mfox-foster@alliant.com

AND

Mendes & Mount LLP
750 7th Avenue
New York, NY 100109

Ray Trismen
212-261-8392
Raymond.trismen@mendes.com

While we believe this Summary of Insurance fairly represents the terms, conditions and exclusions found in your insurance policies, in the event of any differences between the policies themselves and this summary, the policy provision will direct any resolution. This summary is not intended to replace or supersede any of your insurance contracts.

CERTIFICATE OF COVERAGE

DATE (MM/DD/YYYY)

6/26/2015

PRODUCER

Alliant Insurance Services, Inc.
100 Pine Street, 11th Floor
San Francisco CA 94111

THIS CERTIFICATE IS ISSUED AS A MATTER OF EVIDENCE ONLY AND CONFERES NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE MEMORANDUM(S) OF COVERAGE BELOW.

THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING COVERAGE PROVIDER, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: IF THE CERTIFICATE HOLDER IS AN ADDITIONAL COVERED PARTY, THE MEMORANDUM OF COVERAGE MUST BE ENDORSED. A STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

IMPORTANT: IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE MEMORANDUM(S) OF COVERAGE AN ENDORSEMENT MAY BE REQUIRED. A STATEMENT ON THE CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

NAMED COVERED PARTY

San Francisco State University
1600 Holloway Avenue
Administration Building, Room 252
San Francisco CA 94132

PROGRAM AFFORDING COVERAGE

A: CSURMA

B:

C:

COVERAGES

THIS IS TO CERTIFY THAT THE COVERAGE IS AFFORDED TO THE ABOVE NAMED MEMBER, AS PROVIDED BY THE MEMORANDUM(S) OF COVERAGE, FOR THE PERIOD SHOWN BELOW, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE PROGRAM DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUM(S) OF COVERAGE. THE FOLLOWING COVERAGE IS IN EFFECT.

JPA LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YY)	COVERAGE EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	CSURMA-LIAB-1516	7/1/2015	6/30/2016	EACH OCCURRENCE	\$2,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXPENSE (Any one person)	\$
	<input checked="" type="checkbox"/> Contractual Liab				PERSONAL & ADV INJURY	\$
	<input checked="" type="checkbox"/> SIR \$500,000				GENERAL AGGREGATE	\$4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS-COMP/OP AGG	\$4,000,000
	<input type="checkbox"/> MEMOR-ANDUM <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
	<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					
	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
	IF YES, DESCRIBED UNDER SPECIAL PROVISION BELOW				E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
	OTHER					
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL/PROVISIONS

The State of California, Judicial Council of California, Administrative Office of the Courts, Superior Court of California, Country of San Francisco, and the County of San Francisco, including their respective elected and appointed officials, judges, subordinate judicial officers, employees, and agents, if any are named as additional covered parties as respects the use of facilities to learn and practice the protocol of interpreting on the witness stand in a real-life environment once per semester, as per contract executed by staff from SF State Procurement Office.

CERTIFICATE HOLDER

Administrative Office of the Courts, Office of Real Estate and Facilities Management
Attn: Sr. Real Estate Administrative Coordinator
455 Golden Gate Avenue
San Francisco CA 94102-3688

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUM(S) OF COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUM(S) OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE

