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**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

**To** Board of Education

**From** Antwan Wilson, Superintendent  
Vernon Hal, Senior Business Officer  
Jennifer Le Barre, Executive Director Nutrition Service, Warehouse & Distribution

**Board Meeting Date** January 11, 2017

**Subject** Affiliation Agreement - Priority Nutrition Care LLC - Hingham, MA

**Action Requested** Ratification approval by the Board of Education of a Affiliation Agreement between the District and PRIORTY NUTRITION CARE LLC, Hingham, MA. For the latter to provide a program of supervised practice in the area of Nutrition and Dietetics.

**Background** Nutrition Services hosts interns on an annual basis from a variety of educational institutions.

**Discussion** None

**Recommendation** Approval by the Board of Education of a Affiliation Agreement between the District and PRIORTY NUTRITION CARE LLC, Hingham, MA. For the latter to provide a program of supervised practice in the area of Nutrition and Dietetics.

**Fiscal Impact** None

**Attachments** Priority Nutrition Care LLC Affiliation Agreement



## **PRIORITY NUTRITION CARE LLC**

### **AFFILIATION AGREEMENT**

This Agreement is entered into by and between **PRIORITY NUTRITION CARE LLC**, located in Hingham, MA (**"THE SPONSOR"**), which provides a program of supervised practice in the area of Nutrition and Dietetics (**"THE INTERNSHIP PROGRAM"**) and **Oakland Unified School District** located in Oakland, CA (**"THE AFFILIATED INSTITUTION"**). **PRIORITY NUTRITION CARE LLC** and **Oakland Unified School District** hereby agree as follows:

#### **1. PURPOSE.**

The purpose of this Agreement is to allow **DIETETIC INTERNS** from **THE INTERNSHIP PROGRAM** of the **SPONSOR** to use the facilities of **THE AFFILIATED INSTITUTION** to integrate theory learned in their didactic programs with practice and to develop abilities and skills through planned and supervised experience (supervised practice). It is agreed by the parties that a program of supervised experiential education (the "Program") shall be conducted for **DIETETIC INTERNS** of **THE INTERNSHIP PROGRAM** under the following terms and conditions:

#### **2. AFFILIATED INSTITUTION OBLIGATIONS:**

- 2.1 Provide a liaison person who shall be responsible for coordinating the supervised experience with designated representatives of **THE INTERNSHIP PROGRAM**.
- 2.2 Retain responsibility for information given to the **DIETETIC INTERNS**.
- 2.3 Allow **DIETETIC INTERNS** access to its library facilities and use, but not removal of, library materials, if applicable. Allow **DIETETIC INTERNS** use of cafeteria facilities at their own expense.
- 2.4 Arrange to provide emergency health care for **DIETETIC INTERNS** for any illness or injury while on the **AFFILIATED INSTITUTION'S** premises at the closest emergency room (if necessary) and, only with the Intern's consent, notify the Program of any care given to the Intern. Costs incurred shall be responsibility of the **DIETETIC INTERN**, and in no way **THE AFFILIATED INSTITUTION'S** responsibility.

2.5 Consult with THE SPONSOR in the event a DIETETIC INTERN's behavior or skills indicate a problem. THE AFFILIATED INSTITUTION reserves the right to require that a DIETETIC INTERN be terminated from assignment for cause at THE AFFILIATED INSTITUTION. Moreover, THE AFFILIATED INSTITUTION reserves the right to require any DIETETIC INTERN to immediately leave THE AFFILIATED INSTITUTION's premises if THE AFFILIATED INSTITUTION determines in its discretion that the continued presence of such DIETETIC INTERN on THE AFFILIATED INSTITUTION's premises threatens patients, residents, clients, staff, visitors or the policies of THE AFFILIATED INSTITUTION. THE AFFILIATED INSTITUTION will immediately notify THE SPONSOR of such an occurrence.

2.6 Reserve the right to limit the number of DIETETIC INTERNS accepted for experience in a specific area. The number of DIETETIC INTERNS who can be accepted for the INTERNSHIP PROGRAM for any given period of time shall be determined by THE AFFILIATED INSTITUTION and will be dependent upon its philosophy, available space, DIETETIC INTERN or client population, and qualified staff. The experience period will be the amount of time agreed upon in advance by THE SPONSOR and THE AFFILIATED INSTITUTION.

2.7 Provide an orientation to the DIETETIC INTERN(S) assigned to THE AFFILIATED INSTITUTION, including instruction on the relevant policies and procedures of THE AFFILIATED INSTITUTION, including the department to which the DIETETIC INTERN is assigned. THE AFFILIATED INSTITUTION further agrees to provide the same information, training, and protection to the DIETETIC INTERNS in matters of health and safety as it provides to its employees in compliance with the standards set by the Occupational Safety and Health Administration (OSHA) and applicable law.

2.8 THE AFFILIATED INSTITUTION shall not offer full-time employment to any DIETETIC INTERN currently enrolled in THE INTERNSHIP PROGRAM pursuant to this Agreement if such employment would materially interfere with or terminate the DIETETIC INTERN's enrollment in THE INTERNSHIP PROGRAM unless consented to by THE SPONSOR in writing, which consent shall not be unreasonably withheld.

2.9 Give the DIETETIC INTERNS appropriate and timely evaluation and feedback concerning their achievement, and provide THE SPONSOR with timely reports of such evaluations, typically at the midpoint and end of a four, six, or eight week rotation or at the end of a rotation of less than four weeks, as requested.

2.10 For all Registered Dietitian (RD) preceptors, submit proof of registration by the Commission on Dietetic Registration, a copy of each RD preceptor's curriculum vitae, and a copy of the continuing education activities for each RD preceptor for the most recent 12 month period prior to THE INTERNSHIP PROGRAM. Submit copies of relevant professional credentials and curriculum vitae for non RD preceptors.

2.11 Carry and maintain Professional Liability Insurance in an amount of at least \$1,000,000 per occurrence and at least \$3,000,000 aggregate, covering the services to be rendered by RD Preceptors under this agreement.

### **3. PRIORITY NUTRITION CARE'S OBLIGATIONS:**

3.1 Be fully approved/licensed or accredited and, upon request, to submit proof to THE AFFILIATED INSTITUTION of said accreditation, and to maintain this accreditation throughout the term of the Agreement.

3.2 Assign DIETETIC INTERNS to THE AFFILIATED INSTITUTION who have been adequately prepared for a rotation in the assigned area. THE SPONSOR shall inform THE AFFILIATED INSTITUTION of the level of training the DIETETIC INTERNS have received prior to this placement.

3.3 Furnish THE AFFILIATED INSTITUTION with current information about its curriculum, competencies (CRDs) and learning activities prior to the start of each DIETETIC INTERN's supervised practice experience.

3.4 Assign DIETETIC INTERNS to THE AFFILIATED INSTITUTION who have been instructed to act in a professional manner and to conform to the rules and regulations of THE AFFILIATED INSTITUTION, and who have agreed to do so.

3.5 Require and ensure its DIETETIC INTERNS maintain professional liability insurance in an amount of at least \$1,000,000 per occurrence and at least \$3,000,000 aggregate. In addition, THE SPONSOR shall carry and maintain Professional Liability Insurance in an amount of at least \$1,000,000 per occurrence and at least \$3,000,000 aggregate, covering the services to be rendered under this Agreement. THE DIETETIC INTERN and THE SPONSOR shall provide THE AFFILIATED INSTITUTION with a certificate of insurance naming THE AFFILIATED INSTITUTION as an additional insured, without any insurance exclusions applicable to the services provided under this Agreement.

3.6 Warrant and represent that each DIETETIC INTERN conforms to the health status standards set forth by THE AFFILIATED INSTITUTION, including all immunizations required by THE AFFILIATED INSTITUTION and which health status standards have been provided to THE SPONSOR in advance of each DIETETIC INTERN's rotation at THE AFFILIATED INSTITUTION.

3.7 Notify the liaison person at THE AFFILIATED INSTITUTION of any known communicable disease contracted by a DIETETIC INTERN up to three (3) weeks after the supervised practice experience has ended.

3.8 Inform DIETETIC INTERNS of THE AFFILIATED INSTITUTION's confidentiality and privacy requirements.

3.8.1 Instruct each DIETETIC INTERN to respect and preserve the confidential nature of THE AFFILIATED INSTITUTION's confidential or proprietary information that is not known to the public. THE INTERNSHIP PROGRAM and SPONSOR will maintain in strictest confidence any patient information to which they may have access, and shall not disclose such information to any person without the express written consent of THE AFFILIATED INSTITUTION. THE INTERNSHIP PROGRAM and SPONSOR will not conduct or make any formal or informal survey, research, inquiry or other study relating in any way to THE AFFILIATED INSTITUTION, its patients, its clients, its staff or its programs without first obtaining review by and written approval of THE AFFILIATED INSTITUTION. No records of THE AFFILIATED INSTITUTION, including but not limited to patient, financial, or other proprietary business records, shall be removed from the premises by any DIETETIC INTERN under any circumstances. All such records shall be and remain the sole property of THE AFFILIATED INSTITUTION.

3.9 Recognize, where applicable, that THE AFFILIATED INSTITUTION, as a covered entity (as defined in the HIPAA Regulations), must comply with the regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended from time to time, and as promulgated at any time during the term of this Agreement (collectively, the "HIPAA Regulations"), with respect to the privacy and security of "protected health information" (as defined in the HIPAA Regulations) created, transmitted, maintained or received by THE AFFILIATED INSTITUTION ("PHI"). THE



SPONSOR agrees to assist THE AFFILIATED INSTITUTION to comply with, and will ensure that the DIETETIC INTERN complies with and assists THE AFFILIATED INSTITUTION to comply with, the HIPAA Regulations in connection with the performance of its/their obligations under this Agreement. THE SPONSOR shall ensure that the DIETETIC INTERN uses appropriate safeguards to prevent use or disclosure of PHI except as authorized hereunder, and to notify THE AFFILIATED INSTITUTION of any such unauthorized use or disclosure promptly upon becoming aware thereof. THE INTERNSHIP PROGRAM and SPONSOR shall ensure that each DIETETIC INTERN agrees to abide by all policies and procedures implemented by THE AFFILIATED INSTITUTION to ensure its compliance with the HIPAA Regulations, and that each DIETETIC INTERN complies with THE AFFILIATED INSTITUTION and THE AFFILIATED INSTITUTION's medical staff policies and procedures regarding patient privacy and confidentiality.

3.10 Withdraw any DIETETIC INTERN from the Program whose progress, achievement or adjustment does not appear to justify his/her continuing with the Program. Wherever possible, such withdrawal shall be planned cooperatively by THE SPONSOR and THE AFFILIATED INSTITUTION.

3.11 Inform DIETETIC INTERNS of THE AFFILIATED INSTITUTION's policy that DIETETIC INTERNS wear identification badges as requested by THE AFFILIATED INSTITUTION. To instruct the DIETETIC INTERNS in regard to proper dress code expected of them by THE AFFILIATED INSTITUTION.

3.12 Limit use of the name of THE AFFILIATED INSTITUTION to brochures and publications that list affiliations of THE INTERNSHIP PROGRAM when describing THE INTERNSHIP PROGRAM's programs, and to obtain prior written consent for all other written references to THE AFFILIATED INSTITUTION.

3.13 Designate a Program Coordinator to work with the Affiliation Coordinator at THE AFFILIATED INSTITUTION in coordinating the academic aspects of the DIETETIC INTERN's education with the experience.

3.14 Inform DIETETIC INTERNS that they shall at all times abide by the policies and procedures established and communicated by THE AFFILIATED INSTITUTION.

3.15 Warrant and represent that each DIETETIC INTERN has current health insurance coverage, which shall remain in effect throughout their assignment to THE AFFILIATED INSTITUTION.

3.16 Represent and covenant that it will comply with all applicable federal and state statutes and regulations, and THE AFFILIATED INSTITUTION's commitment to conduct its business in compliance with THE AFFILIATED INSTITUTION's ethical standards and business policies, as communicated to THE SPONSOR by THE AFFILIATED INSTITUTION.

3.17 Perform, review and approve (1) a criminal background check, as specified by THE AFFILIATED INSTITUTION; (2) a tuberculosis test, as specified by THE AFFILIATED INSTITUTION; and (3) a drug and substance screen of each DIETETIC INTERN assigned to THE AFFILIATED INSTITUTION prior the start of each DIETETIC INTERN's Program.

#### **4. JOINT OBLIGATIONS. Both THE SPONSOR and THE AFFILIATED INSTITUTION agree as follows:**

4.1 This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, association or joint venture between THE SPONSOR, THE INTERNSHIP PROGRAM, THE AFFILIATED INSTITUTION and the DIETETIC INTERN, but is rather an Agreement by, and

between, independent contractors. THE SPONSOR, THE INTERNSHIP PROGRAM and its DIETETIC INTERNS shall not be entitled to reimbursement of any kind or nature for any services provided to employees of THE AFFILIATED INSTITUTION.

4.2 The DIETETIC INTERNS of THE INTERNSHIP PROGRAM are not employees of THE AFFILIATED INSTITUTION. They are not eligible for Worker's Compensation in case of any injury, and shall not be compensated by THE AFFILIATED INSTITUTION for their services nor shall they be eligible for any so-called employee benefits provided by THE AFFILIATED INSTITUTION to its employees.

4.3 THE AFFILIATED INSTITUTION, THE SPONSOR and THE INTERNSHIP PROGRAM acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act (FERPA) and that student permission generally must be obtained before THE SPONSOR and/or THE INTERNSHIP PROGRAM may release any specific student data to any other party. THE SPONSOR, THE INTERNSHIP PROGRAM and the DIETETIC INTERN shall maintain strict confidentiality of all information about individual students of THE AFFILIATED INSTITUTION received under this Agreement and will not disseminate such information without the express written consent of THE AFFILIATED INSTITUTION.

4.4 Not to discriminate unlawfully on the basis of race, sex, color, creed, national origin, sexual orientation, religion, handicap, age, disability, or any other legally-recognized protected class.

4.5 The SPONSOR agrees to indemnify, defend and hold harmless THE AFFILIATED INSTITUTION, its officers, agents, and employees from any and all claims and losses which arise out of or are in connection with performance of this Affiliation Agreement by THE SPONSOR arising either directly or indirectly from any act, error or omission or negligence of THE SPONSOR, including but not limited to the access, use or disclosure of confidential information.

4.6 No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or on grounds on THE AFFILIATED INSTITUTION's property. No students, staff, visitors, contractors, or sub-contractors are to use drugs on said premises.

## **5. TERM AND TERMINATION.**

This Agreement shall commence August 1, 2016 and extend until terminated by either party upon at least thirty (30) days prior written notice, provided that the termination of this Agreement will not impair the completion of the assignment of any DIETETIC INTERN then assigned to THE AFFILIATED INSTITUTION.

## **6. NOTICES; CONTACTS.**

All notices permitted or required hereunder may be sent by regular mail, email or by facsimile to the addresses noted below, and the parties shall contact each other to discuss important issues at the telephone numbers listed below.

If to THE SPONSOR:

Priority Nutrition Care LLC

P.O. Box 148  
Hingham, MA 02043  
T: 781-264 6877  
F: 781-875-1454  
Internship@PriorityNutritionCare.com  
Attention: Anne S. Manion MBA, RD, LDN, CDE  
Chief Executive Officer

If to THE AFFILIATED INSTITUTION:  
**Oakland Unified School District**  
900 High St  
Oakland, CA 94601  
PHONE: (510) 434-2250  
EMAIL: jennifer.lebarre@ousd.k12.ca.us  
Attention: **Jennifer LeBarre**, Executive Director

Either party may change the address for notice by notifying the other party, in writing, of the new address.

## **7. MISCELLANEOUS.**

7.1. Section Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

7.2. Governing Law. This Agreement shall be construed under, and governed in accordance with, the laws of the State of California, without resort to California's conflict of laws statutes and rulings.

7.3. Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party, provided, however, that the Parties may assign this Agreement (and the rights and duties hereunder) to another entity that either controls the assigning Party or is under common control with the assigning Party, or buys all or substantially all of the assets of the assigning Party, without obtaining the prior written consent of the non-assigning Party.

7.4. Entire Agreement. This Agreement supersedes all previous contracts or agreements between the parties with respect to the subject matter hereof, and constitutes the entire agreement between the parties.

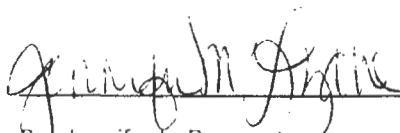
7.5. Amendments. This Agreement may be amended only in writing and signed by an authorized representative of each party.

7.6 Invalidity of Particular Provisions. If any term or provision of this Agreement, or any application thereof, to any person or circumstance shall to any extent be invalid or unenforceable the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforceable to the fullest extent by law.

7.7 Execution. This Agreement and any amendments thereto shall be executed in duplicate copies by any official of the parties specifically authorized and each duplicate copy shall be deemed an original but both duplicate originals shall together constitute one and the same instrument.

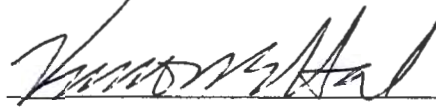
IN WITNESS WHEREOF, each of the parties has caused its duly appointed representatives to execute this Agreement on its behalf. The individuals who sign this Agreement on behalf of THE AFFILIATED INSTITUTION and THE SPONSOR below are duly authorized to execute this Agreement on behalf of the respective entities.

**THE AFFILIATED INSTITUTION**

  
By: Jennifer LaBarre


  
Date

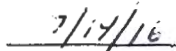
Executive Director

  
By: Vernon Hal

  
Date

Senior Business Officer

  
By: Antwan Wilson

  
Date

Superintendent

\_\_\_\_\_  
By: James Harris  
President

\_\_\_\_\_  
Date



THE SPONSOR

*(Signature)*

\_\_\_\_\_  
By: Anne S. Manion MBA, RD, LDN, CDE  
Title: Chief Executive Officer

\_\_\_\_\_  
6/28/16

Date

APPROVED AS TO FORM:

\_\_\_\_\_  
By: Michael L. Smith  
Deputy General Counsel  
Oakland Unified School District

\_\_\_\_\_  
Date