

MEMORANDUM OF UNDERSTANDING
between
(Trustees of the California State University, on behalf of California
State Polytechnic University, Humboldt) (Four-Year Partner)
and
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
(University)
on behalf of its
UNIVERSITY OF CALIFORNIA, DAVIS SCHOOL OF MEDICINE
AVENUE M PROJECT (Facility),
CALIFORNIA MEDICINE SCHOLARS FUNDING

The University of California, Davis (UC Davis) brings together teachers, University faculty and staff, counselors and principals, students and their families to develop high achieving schools toward UC admissions for freshmen and transfer. Our goal for the University of California is to work with our partner schools to substantially increase the number and proportion of students eligible for regular and competitive admission to institutes of higher education and ultimately medical school. Our objective for schools is to help facilitate a transfer culture of academic excellence to support student-centered academic programs, school policies and practices that foster the highest level of preparation for success at a four-year institution and medical school.

The Memorandum of Understanding is an agreement to work together to provide the highest quality education to students at partner community college (District) locations in order to increase the number of transfer-ready, particularly educationally disadvantaged students, who are prepared for higher education to a four-year institution, and who are prepared for regular and competitive admission to partner four-year institutions UC Davis, California State University, Sacramento or Cal Poly Humboldt (Four-Year Partner) through the transfer pathway. The collaboration between Four-Year Partner, District and the University of California, Davis will be referred to as the *Avenue M* or *Avenue^M* Project.

R E C I T A L S

WHEREAS, The Facility has been established and is maintained to support University's pursuit of its constitutional objectives of instruction, research, and public service; and

WHEREAS, the services of the Facility may be extended to non-University users (including, when permitted by University policy, University students, faculty, and staff requesting such services for their personal use) only when, in the sole judgment of University, such action will serve purposes consistent with University's objectives and will not adversely affect the conduct of University activities; and

WHEREAS, the services requested by Four-Year Partner have been determined to serve purposes consistent with University objectives and their provision to Four-Year Partner not to adversely affect the conduct of University activities; and

WHEREAS, Four-Year Partner has determined that the services in question cannot be adequately performed by other agencies or commercial firms; and

NOW, THEREFORE, The Parties shall engage in the following:

TERMS AND CONDITIONS

1. Introduction. The parties propose to continue a joint transfer program intended to further improve the transfer and articulation processes between District and identified four-year partner universities (Four-Year Partner) to the mutual benefit of students, both institutions, and the community.
2. Goals of program. By entering into an agreement to jointly support the Avenue M Project, both institutions expect to:
 - a. Identify, attract, and motivate potential transfer students to pursue their education through the baccalaureate level.
 - b. Strengthen the academic preparation, performance, retention, and knowledge of District students who transfer to Four-Year Partners.
 - c. Remove the barriers that prevent full participation of District students in transfer to Four-Year Partner, including students from underrepresented minority groups, first generation students, students from other groups that do not traditionally transfer to four-year universities, and students historically excluded in medicine.
3. Definitions.
 - a. Breach. Breach means the unauthorized acquisition, access, use or disclose of non-public information that compromises the security, confidentiality or integrity of such information.
 - b. Non-Public Information. UC Davis performance of program services under the MOU may involve access to certain information that Four-Year Partner wishes to protect from further use or disclosure. Non-public information shall be defined as: (i) Protected Information; (ii) information Four-Year Partner discloses in writing, orally, or visually, to UC Davis, or to which UC Davis obtains access to in connection with negotiation and performance of the agreement, and which relates to Four-Year Partner, its students or employees, its third-party vendors or licensors, or any other individuals or entities that have made confidential

information available to Four-Year Partner or UC Davis acting on Four-Year Partner behalf (collectively ‘program liaison), marked or otherwise identified as proprietary and/or confidential, or that, given the nature of the information ought reasonably to be treated as proprietary and/or confidential; (iii) trade secrets; and (iv) business information.

- c. Protected Information. Protected information shall be defined as information that identifies or is capable of identifying a specific individual, including but not limited to personally identifiable information and student records that is subject to laws restricting the use and disclosure of such information.
 - d. UC Davis Information Resources. Information resources shall be defined as those devices, networks related infrastructure that UC Davis owns, operates or has obtained for the use of conduct UC Davis business. Devices include but are not limited to, UC Davis owned or managed storage, processing, communications devices and related infrastructure on which UC data is accessed, processed, stored, or communicated, and may include personally owned devices. Data includes, but is not limited to, non-public information, other created or managed business and research data, metadata, and credentials created by or issued on behalf of UC.
 - e. Work Product. Work product shall be defined as works-in-progress, notes, data, reference materials, memoranda, documentation and records in any way incorporating or reflecting any non-public information and all proprietary rights therein, including copyrights. Work product is subject to the Agreement’s Intellectual Property, Copyright and Patents Article. For the avoidance of doubt, work product shall belong exclusively to UC and unless expressly provided, this definition shall not be construed as conferring on Four-Year Partner any patent, copyright, trademark, license right or trade secret owned or obtained by UC Davis.
4. Priority of University work. University work always has priority over work to be performed for non-University users.
 5. Term. The term of this agreement shall be from the date of the last signature below through June 30, 2025.
 6. Indemnification and Insurance. The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys’ fees, or claims for injury or damages arising from the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, students, or employees.
 - a. Evidence of Insurance. Upon University’s request, Four-Year Partner shall provide University written evidence of Four-Year Partner’s insurance coverage relevant to the presence or activity of Four-Year Partner, its officers, agents, and employees while in, on or about University property. In the event Four-Year Partner’s coverage is not acceptable to University, University shall have the right to immediately suspend services. If Four-Year Partner fails to provide acceptable insurance within 10 days after University’s written notice, University may terminate this agreement.
 - b. Patent Infringement. Four-Year Partner shall indemnify University, its agents and employees, against all liability (including costs and expenses incurred) for use of any invention or discovery and for the infringement of any Letter Patent (not including liability arising pursuant to U.S. Code section 183, Title 35 (1952) prior

to the issuance of Letters Patent) occurring during the performance of this agreement and resulting from Four-Year Partner's request or instruction that the Facility utilize any device, method, or technique not normally utilized by the Facility.

7. Criminal background check. In accordance with Education Code section 45125.1 and 87013, each party will conduct criminal background check of their respective employee and ensure that the representatives has not been convicted of a violent or serious felony as defined by statute, and does not have a criminal action pending upon charges of a commission of a violent or serious felony as defined by statute.
8. Non-liability of UC Davis.
 - a. Disclaimer as to Performance: UC Davis shall not be liable by reason of its performance under this agreement for any loss of profits, claims against Four-Year Partner by any third party, or consequential damages even if UC Davis is advised of the possibility of such loss, claims, or damages. Four-Year Partner agrees that UC Davis' liability hereunder for damages, regardless of form of action, shall not exceed the total of all charges paid by Four-Year Partner for the particular services rendered pursuant to this agreement.
 - b. Disclaimer as to Non-Performance/Delayed Performance: The foregoing to the contrary notwithstanding, Four-Year Partner agrees that UC Davis shall incur no liability to Four-Year Partner or to any third party for any loss, cost, claim or damage, either direct or consequential, arising from UC Davis' delay in performance or failure to perform services pursuant to this agreement.
9. Protection of confidential data.
 - a. UC Davis agrees to abide by the limitations on re-disclosure of personality identifiable information from education records set forth in the California Information Practice Act (Civil Code § 1798 et seq.) and The Family Education Rights and Privacy Act (34 CFR § 99.33 (a)(2)) with the terms set forth below. 34 CFR 99.33 (a)(2) states that the officers, employees and agents of a party that receives education record information from Four-Year Partner may use the information, but only for the purposes for which the disclosure was made.
 - b. Definition: Covered data and information (CDI) includes paper and electronic student education record information supplied by Four-Year Partner.
 - c. Acknowledgment of Access to CDI: UC Davis acknowledges that the Agreement allows UC Davis access to CDI.
 - d. Prohibition on Unauthorized Use or Disclosure of CDI: UC Davis agrees to hold CDI in strict confidence. UC Davis shall not use or disclose CDI received from or on behalf of Four-Year Partner except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by Four-Year Partner. UC Davis agrees not to use CDI for any purpose other than the purpose for which the disclosure was made.
 - e. Return or Destruction of CDI: Upon termination, cancellation, expirations or other conclusion of the Agreement, UC Davis shall return all CDI to Four-Year Partner or, if return is not feasible, destroy any and all CDI. If UC Davis destroys the information, UC Davis shall provide Four-Year Partner with a certificate confirming the date of destruction of the data.

- f. Remedies: If Four-Year Partner can reasonably determine in good faith that UC Davis has materially breached any of its obligations under this contract, the Four-Year Partner in its sole discretion, shall have the right to require UC Davis to submit to a plan of monitoring and reporting; provide UC Davis with fifteen (15) day period to cure the breach; or terminate the Agreement immediately if cure is not possible. Before exercising any of these options, Four-Year Partner shall provide written notice to UC Davis describing the violation and the action it intends to take.
- g. Maintenance of the Security of Electronic Information: UC Davis shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted CDI received from, or on behalf of Four-Year Partner. These measures will be extended by contract to all subcontractors used by UC Davis. Both parties acknowledge that Four-Year Partner and UC Davis are required to comply with information security standards for the protection of Protected Information as required by law, regulations and regulatory guidance.
- h. Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information (CDI): UC Davis shall report any confirmed or suspected breach, both orally and in writing, but in no event more than (2) two day of discovery, report to Four-Year Partner any use or disclosure of CDI not authorized by this agreement. The written notice shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, if known, (iv) what UC Davis has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action UC Davis has taken or shall take to prevent future similar unauthorized use or disclosure. UC Davis shall provide such other information, including a written report, a reasonably requested by Four-Year Partner.

10. Program Staffing. Avenue M Project staff will include:

- a. Project Manager at UC Davis School of Medicine.
 - i. Project Manager at UC Davis oversees the multiple components and manages all pertinent details necessary to advancing this work. The breadth of this project mandates participation from many different units at UC Davis (including but not limited to, student affairs, student academic success, undergraduate admissions and outreach, the college of biological sciences, center for educational effectiveness, the office of the provost STEM Strategy group, and the school of medicine) and contacts at Partner institutions.
- b. Two Avenue M Outreach Coordinators at UC Davis School of Medicine.
 - i. The Avenue M Outreach Coordinators (one serving the Sacramento region and one in the Humboldt region) will oversee and execute recruitment of students for the program across our Partners in collaboration with the identified Program Liaisons. The coordinators also manage the mentorship program and internship/research support for students in the cohort. The coordinators may assist with the development of summer residential experiences prior to transfer to Four-Year Partners. The coordinators also supports the project manager with other duties as assigned.
- c. Program Liaison at Four-Year Partner.
 - i. The Four-Year Partner designated project lead at each four-year partner institution will perform like functions to that of the manager at UC Davis

School of Medicine. The Four-Year Partner will provide a designated employee to take an active lead role in communicating with the UC Davis School of Medicine manager, their college faculty and students, and other participants to successfully implement the Avenue M program as further described in Exhibit A, attached hereto and made a part hereof.

11. Evaluation. Program evaluation will be the joint responsibility of UC Davis and Four-Year Partner. Evaluation will include but not be limited to:
- a. An annual administrative review and report of program attendance and activities prepared at the end of each academic year.
 - b. An assessment of the extent of participation in the program and the impact on Four-Year Partner student preparation and their UC Davis or Partner academic performance levels.

UNIVERSITY

FOUR-YEAR PARTNER

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12. Use Of Parties' Names.
- a. Permitted Uses: A party may use the name, marks, and/or logo of the other party only in accordance with the respective party's obligations as set forth herein.
 - b. Prohibited Uses: This agreement has been entered into with the understanding that California Education Code section 9200 prohibits use of UC Davis' name, or any abbreviation thereof, (i) to designate any business, social, political, religious, or other organization; (ii) to imply, indicate or otherwise suggest that any such organization, or any product or service of such organization is connected or affiliated with, or is endorsed, favored, or supported by, or is opposed by UC Davis; or (iii) to use UC Davis' name in any advertising or promotional activity for the purpose of support, endorsement, advancement, opposition, or defeat of any political, religious, sociological, or economic movement, activity, or program.
 - c. Required Permissions. All commercial uses of UC Davis' name must comply with UC Davis Policy and Procedure Manual, Chapter 310, Section 65, Use of the University's Name, Seal, and Other Trademarks

<http://manuals.ucdavis.edu/PPM/contents.htm#310>). All permissions to use UC Davis' name for any purpose other than those specifically permitted by UC Davis regulation must be in writing and signed by the appropriate UC Davis official.

13. UC Davis' Right to Use Data. UC Davis shall have the unrestricted right to use for its own purposes, including publication, any data or information which it may develop in connection with or as a result of performing the services described herein.
14. DISCLAIMER OF WARRANTY. UC DAVIS MAKES NO WARRANTY AS TO RESULTS TO BE OBTAINED BY Four-Year Partner FROM THE USE OF ANY SERVICES AND/OR FACILITIES PROVIDED BY UC DAVIS UNDER THIS AGREEMENT. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES.
15. Termination. University may terminate this agreement at any time by giving Four-Year Partner 30 calendar days' written notice of such action.
16. Attorneys' Fees. If any action at law or equity is brought to enforce or interpret the terms of this agreement, including collection of delinquent payment, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.
17. Governing Law. This agreement shall be construed pursuant to California law.
18. Amendment. No change in any term or condition of this agreement shall become effective unless by amendment in writing signed by both parties.
19. Severability. If a provision of this agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity, or enforceability of any other provision of the agreement or of any portion of the invalidated provision remains legal, valid, or enforceable.
20. Entire Agreement. The terms of Four-Year Partner's addendum or purchase order shall have no effect on the terms and conditions of this agreement. This agreement contains all of the terms and conditions applicable to the services provided hereunder and constitutes the entire understanding of the parties respecting the subject matter hereof, superseding any prior understanding or agreement between them, written or oral, regarding the same subject matter.

AGREED:

Trustees of the California State University
on behalf of California State Polytechnic University, Humboldt
CALIFORNIA

THE REGENTS OF THE
UNIVERSITY OF



Cisco Haggerty (Jan 12, 2023 14:25 PST)

Name: Cisco Haggerty

Title: Procurement Specialist

Date: _____

Paul
Zhukotansky

Digitally signed by
Paul Zhukotansky
Date: 2023.02.08
07:22:38 -08'00'

Paul Zhukotansky

Analyst/Contract Administrator
Procurement & Contracting Services
UC Davis

Date: 02/08/2023

Avenue M
Project Implementation

Program Services

Program Administration

1. UC Davis will retain the following administrative responsibilities:
 - Coordinate goals, principles, objects and metrics on Avenue M affiliated components
 - Determination of Avenue M selection and criteria
 - Manage affiliated Avenue M partnership, tools and operational budgets
 - Establish customer relations management tool within the Four-Year Partner and District.
 - Design, market, and communicate Avenue M affiliated program materials.
 - Produce and publish evaluation, assessment or research reports affiliated with Avenue M.

2. Responsibilities of Four-Year Partner are as follows:
 - Recruit and retain eligible students using components described in the Avenue M model in collaboration with Outreach Coordinators.
 - Generate additional internship and industry engagement opportunities for students
 - Cultivating and participating in generating or securing additional funding (locally or as a consortia) as opportunities arise.
 - The Four-Year Partner Program Liaison will establish student supports and services with the aid of UC Davis and Partner representatives.
 - The Four-Year Partner Program Liaison will provide students with the following course expectations and assist with course planning which could lead to priority registration guidelines.
 - o Basic courses regardless of major **required** for application to medical school.
 - One year of English
 - One year of general chemistry + labs
 - One year intro and general biology + labs
 - One year of organic chemistry + labs (or biochemistry)
 - One year of general physics
 - if algebra-based physics, medical school does recommend a basic course in calculus
 - o Next level of coursework **highly recommended** for MCAT Prep.
 - basic genetics
 - basic structure and function of biomolecules

- basic human physiology
- one course in psychology
- At least one course that introduces students to concepts in public health, sociology, social justice and/or ethnic studies.
- statistics
- Active participation in each of the 5 Professional Learning Communities for Avenue M
- Maintain consistent and regular communication with pertinent staff and program leads
- Four-Year Partner will promote program to partner community colleges in their region through early outreach efforts including high school or dual enrollment programs to encourage students to show interest and/or apply for Avenue M. Four-Year Partners will help communicate the eligibility requirements for students to participate in Avenue M
- Eligible students to be identified by self-selection, recommendation of faculty, MESA, or outreach/Transfer Center staff, or recruitment by a current Avenue M student per academic year (2022-2023, 2023-2024, and 2024-2025).
 - a. Eligible students will:
 - i. Be interested in pursuing a career in medicine.
 - ii. Have applied to participate in the Avenue M program
 - iii. Engage in Avenue M program activities and support
 - iv. Be in their second to last year at community college District partners
 - v. Intend to Transfer to one or more of the Four-Year Partners
 - vi. Be aware of the course requirements for transfer to each Four-Year Partners
 - vii. Understand the course work and preparation needed for medical school
 - viii. Additional engagement in Four-Year Partner campus and summer programs will be encouraged.

Four-Year Partner designated Program Liaison duties:

- Retain Avenue M students at local Four-Year Partner interested in pursuing medicine.
- Enhance student experience of program by:
 - Connecting to STEM related faculty/courses for research opportunities, mentorship, tutoring, and other student support needs.
 - Provide a summer orientation for students accepted in the Avenue M cohort who are transferring to the Four-Year Partner. Leveraging campus connections like student Transfer Centers, Internship/Career Centers, Student Clubs, Student Support Resources, Student Affinity groups etc.
 - Support programming and participation of students in a collective orientation with the UC Davis School of Medicine prior to transfer to Four-Year Partner as needed.
 - Make contact with Department Chairs, Associate Deans, etc. of STEM disciplines to educate about program and opportunities

- Ensure all students maintain program eligibility.
- Organize one cohort meeting per semester/quarter in collaboration with Avenue M Project Staff.
- Provide consistent and regular academic advising to students in AvenueM.
- Distribute information about additional opportunities from the AvenueM Program Staff to students.
- Encourage student participation at UC Davis and UC Davis School of Medicine hosted activities.
- Encourage student participation on California Medicine Scholars hosted activities such as:
 - Annual California Medicine Scholar Program Student Conference
 - Supplemental program workshops (via Zoom)
- A designated employee should participate in each of the 5 Professional Learning Communities (admissions/outreach, student support, engineering education, project leadership, learner analytics)
 - Active participation in quarterly meetings
 - Attend Annual Professional Learning Community (PLC) Summit
 - Attend Annual California Medicine Scholars Summit
- Connect with local admission and outreach team to engage feeder high schools to increase program awareness.
- Utilize the Salesforce CRM to house student engagement, keep track of local activities, and to communicate with the UC Davis project lead
- See Exhibit B for a brief outline of student program activities and milestones.

Program Participant Activities and Milestones

Students from participating community colleges (American River College, CA Tribal College, College of the Redwoods, College of the Siskiyous, Cosumnes River College, Folsom Lake College, Mendocino College, Sacramento City College, Sierra College, Solano Community College, Shasta College, Woodland Community College, and Yuba College) who meet program requirements, apply, and are accepted by AvenueM will participate in the following activities:

Program Phase Activities	Minimum Required Milestones for Each Phase
Early Community College	
<ul style="list-style-type: none"> • UC Davis School of Medicine Health Equity Academy • At least 1 Program Workshop per Semester including Peer/Professional Mentorship, Clinical Professionalism, Healthcare Identity Formation, and Transfer Success Strategies • 1 Cohort Meeting per Semester (led by AvenueM Coordinator) • Meet with your Community College Counselors (includes academic counselors, transfer counselors, and special program counselors (EOPS, DSPS, Veteran, MESA, UMOJA, Puente, etc.); minimum of once per semester) • Summer Clinical Internship Experience 	<ol style="list-style-type: none"> 1. Complete 1 summer clinical internship experience
Application Year (Application to 4-Year University) (Last Year at Community College)	
<ul style="list-style-type: none"> • Transfer Summit (transfer application support and guidance) • Health/Community Research or Clinical Experience • At least 1 Program Workshop per Semester including Peer/Professional Mentorship, Clinical Professionalism, Healthcare Identity Formation, and Transfer Success Strategies • 1 Cohort Meetings per Semester (led by AvenueM Coordinator) • Meet with your Community College Counselors (includes academic counselors, transfer counselors, and special program counselors (EOPS, DSPS, Veteran, MESA, UMOJA, Puente, etc.); minimum of once per semester) 	<ol style="list-style-type: none"> 1. Complete TAG, ADT or equivalent transfer requirements 2. Application and acceptance to a AvenueM partnered 4-year university (UC Davis, Sacramento State, or CalPoly Humboldt) 3. Complete 1 Health/Community Research or Clinical Experience
Transfer Bridge (Summer between Community College and UC Davis/CalPoly Humboldt/Sacramento State)	
<ul style="list-style-type: none"> • Transfer Bridge Program (Orientation for AvenueM) (smoothly transitioning to your 4-year university) 	

<ul style="list-style-type: none"> Continued Health/Community Research or Clinical Experience 	1. Complete Transfer Bridge Program
Transfer Student Year 1	
<ul style="list-style-type: none"> Continued Health/Community Research or Clinical Experience 	
<ul style="list-style-type: none"> NorCal Clinics Tour 	
<ul style="list-style-type: none"> 1 Cohort Meetings per Semester/Quarter (led by AvenueM Coordinator) 	
<ul style="list-style-type: none"> Meet with your Academic Advisors (includes departmental academic advisors, pre-health/health professions advising, and special program advisors (SEE, MESA, etc.); minimum of once per semester) 	
Transfer Student Year 2 & Beyond	
<ul style="list-style-type: none"> Continued Health/Community Research or Clinical Experience 	<ol style="list-style-type: none"> UC Davis School of Medicine prerequisite courses completed (1 year each (8 units) of: Biology, General Chemistry, Organic Chemistry (or Biochemistry), and Physics Completion of MCAT with a minimum score of XXX (TBD by SOM Admissions Committee). Apply to UC Davis School of Medicine by October 1 of the application year (determined with student advisor)
<ul style="list-style-type: none"> 1 Cohort Meetings per Semester/Quarter (led by AvenueM Coordinator) 	
<ul style="list-style-type: none"> Medical School Preparatory Enhancement Program (MSPEP) 1 unit-course (weekly medical school application preparation seminars) 	
<ul style="list-style-type: none"> MCAT Preparation Course (2-week Summer Course) 	
<ul style="list-style-type: none"> Meet with your Academic Advisors (includes departmental academic advisors, pre-health/health professions advising, and special program advisors (SEE, MESA, etc.); minimum of once per semester) 	
<ul style="list-style-type: none"> 1:1 Medical School Application Advising (as needed; led by Avenue M Coordinator) 	
Post-Acceptance/Matriculation at UC Davis School of Medicine	
<ul style="list-style-type: none"> AvenueM Ambassador 	
<ul style="list-style-type: none"> AvenueM Peer Mentor 	
<ul style="list-style-type: none"> Community Health Scholars Clinical Training Programs (focused on training future physicians to serve underserved communities) 	
Annual Activities throughout the AvenueM Journey	
<ul style="list-style-type: none"> Avenue M Scholar Award (students eligible for one-time award, Application Year while enrolled at District partner and beyond for academic years 2022-2023, 2023-2024, and 2024-2025) 	
<ul style="list-style-type: none"> California Medicine Scholars Annual Statewide Conference 	
<ul style="list-style-type: none"> UC Davis Pre-Health National Annual Conference 	