

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into as of the First day of August, 2014, by and between Alameda High School, a non-profit organization whose principal place of business is 2201 Encinal Avenue, Alameda, CA 94501, (hereinafter referred to as "HIGH SCHOOL"), and CHILDREN'S HOSPITAL & RESEARCH CENTER AT OAKLAND d/b/a UCSF BENIOFF CHILDREN'S HOSPITAL OAKLAND, whose principal place of business is 747 Fifty Second Street, Oakland, California, 94609 (hereinafter referred to as "CHO").

RECITALS

- (a) CHO personnel have the experience and expertise to identify, care for, and rehabilitate certain sport-related injuries and has developed a program through its Sports Medicine Center for Young Athletes that provides a "team centered" approach to providing such services.
- (b) HIGH SCHOOL desires to utilize the services of CHO for sports-related injuries of its student athletes.
- (c) CHO desires to provide services to identify, treat, and rehabilitate the sports-related injuries of HIGH SCHOOL's student athletes under the terms and conditions described herein.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Term of Agreement

This agreement shall become effective upon the date shown above and shall continue for a period of 1 year (August 1, 2015); unless terminated by either party by written notice of termination sent by registered mail at least sixty (60) days prior to date of termination of this agreement.

2. CHO's Duties and Responsibilities

CHO agrees to:

- A. Provide a certified athletic trainer (ATC) at HIGH SCHOOL for the interscholastic athletic program for a maximum of 25 hours per week for each week beginning no earlier than August 1st , 2014 and running through the final North Coast Section of the California Interscholastic Federation sanctioned event of the year. The specific hours the ATC will be present at HIGH SCHOOL will be mutually agreed upon in writing in advance by the ATC and the HIGH SCHOOL's Athletic Director ("Athletic Director"). The ATC's schedule will follow the approved school calendar, with services not provided during school holidays without prior approval.
- B. Subject to the foregoing, require the ATC to attend home games and other athletic games as agreed between the Athletic Director and CHO.
- C. Require the ATC to:

1. Establish policies for emergency contact of first responders, ambulances, and other health care providers or emergency personnel appropriate to sports-related injuries to athletes.
2. Provide a regular injury status report to the HIGH SCHOOL head coach of the team involved, as information is available ;
3. As requested, direct the injured HIGH SCHOOL athlete to the appropriate team physician, family physician, or health care facility, bearing in mind the requirements of the particular athlete's medical insurance plan to the extent possible;
4. Provide reasonable follow-up care on injured HIGH SCHOOL athletes as requested and in accordance with the scope of services provided hereunder;
5. As requested, make reasonable attempts to coordinate and facilitate rehabilitation of HIGH SCHOOL's injured athletes with the team physician, therapist and/or family physician;
6. Complete taping and strapping, as necessary, for the HIGH SCHOOL athletes;
7. Give emergency first aid to injured HIGH SCHOOL athletes within the scope of the ATC's Certification;
8. Inform the Athletic Director and HIGH SCHOOL coach(es) when an athlete is ready to return to practice or competitive arena;
9. Coordinate, as necessary, the pre-participation physicals for the student athletes.

10. Make recommendations to the Athletic Director concerning appropriate training supplies and equipment.
- D. Ensure that the ATC maintains qualifications from the National Athletic Training Association and is certified in Cardiopulmonary Resuscitation and Basic First Aid.
- E. Ensure personnel supplied by CHO are required to abide by all applicable rules and regulations of HIGH SCHOOL while on HIGH SCHOOL's campus or while providing services hereunder, including but not limited to rules related to prohibitions on alcoholic beverages, tobacco or unlawful drugs.
- F. CONTRACTOR will comply with the fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 with respect to all CONTRACTOR's employees who may have contact with AUSD pupils in the course of providing services pursuant to the Agreement at AUSD facilities, ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by AUSD.
- G. CONTRACTOR further represents that a tuberculosis clearance form is available for each Employee who may come into contact with AUSD pupils in providing services to the District under this Agreement at AUSD facilities.

3. **HIGH SCHOOL's Duties & Responsibilities**

HIGH SCHOOL will:

- A. Cooperate with the ATC and CHO in scheduling the hours for the ATC's presence at HIGH SCHOOL;

- B. Permit CHO to promote its program with banners at all athletic events and within training facilities with prior approval of HIGH SCHOOL administration, which approval shall not be unreasonably withheld or delayed.
- C. Provide CHO with free advertising in programs, sports calendars, as mutually agreed upon and with prior approval of HIGH SCHOOL administration, which approval shall not be unreasonably withheld or delayed

4. Compensation

HIGH SCHOOL will pay CHO the sum of \$27,000.00 for the services agreed to be provided hereunder. Said sum shall be paid in two equal payments of \$13,500.00 on or before August 15th of year at issue, and March 15th of year at issue. In the event that this contract is executed after the above stated date, a pro-rated amount will apply. As a courtesy, CHO will invoice HIGH SCHOOL 15 days prior to payment due date. However, HIGH SCHOOL's obligation to timely make said payments is not dependent on CHO submitting said invoices.

5. Mutual Agreements

- A. The parties will use reasonable efforts to establish a student athletic trainer education program as mutually agreed upon and to the extent feasible.
- B. Athletic Director may request that CHO remove any individual ATC who Athletic Director demonstrates is incompatible with HIGH SCHOOL's program goals or staff on the condition that such request is not based on grounds prohibited by state or federal law, including, but not limited to laws prohibiting discrimination based upon race, gender, ethnicity, age, disability, sexual orientation and/or religion.

Any such notice shall be given as set forth in Section 6 of this Agreement. CHO shall promptly comply with any such request, in which event CHO shall be afforded up to ten (10) days from the date of such notice to provide an alternative ATC. Any lapse in services occasioned by such removal/replacement shall not be deemed a breach of CHO's obligations under this Agreement.

6. Notices

Any notice required to be given herein shall be in writing and shall be personally delivered or sent by certified mail, return receipt requested, to the appropriate party at the addresses shown below:

For CHO: Ann Kriozere, Director of Contracting
Children's Hospital & Research Center at Oakland d/b/a
UCSF Benioff Children's Hospital Oakland
747 52nd Street
Oakland, CA 94609

with a copy to: Greta Schnetzler, Chief Campus Counsel
745 Parnassus Ave., 2nd Floor
Box 0986
San Francisco, CA 94143

For HIGH SCHOOL: Principal
Alameda High School
2201 Encinal Avenue
Alameda, CA 94501-0000

7. Insurance

At all times during the performance of this agreement, each party shall maintain in effect the following insurance:

- A. Each party shall provide professional and general liability insurance for all of its activities arising out of or in connection with this Agreement, including but not

limited to premises and operations, professional liability, and personal injury, in an amount no less than one million dollars (\$1,000,000) each occurrence, three million dollars (\$3,000,000) aggregate.

- B. CHO shall provide, as required by the Labor Code of the State of California, Workers' compensation insurance for all employees of CHO.
- C. Each party shall provide proof of all insurance required herein by providing certificate(s) of such insurance to the other party.

8. Indemnification

Each party shall defend, indemnify, and hold the other party, its officers, employees, agents, affiliates, and subcontractors, harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees and consequential damages), or claims for injury or damages, whether to person(s) or property, arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees, agents, affiliates, and subcontractors.

9. Independent Contractor

This Agreement is by and between two independent contractors and is not intended to and shall not be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture, or association.

10. Use of HIGH SCHOOL's Name

Use of the name "Alameda High School" by CHO in advertising, promotions or publicity, or in any other manner, shall be made only with the prior written consent of the Chief Business Officer.

11. Use of CHO's Name

Use of any or all of the following by HIGH SCHOOL in advertising, promotions or publicity, or in any other manner, shall be made only with the prior written consent of CHO: Children's Hospital & Research Center at Oakland; Children's Hospital & Research Center Oakland; Children's Hospital Oakland; Oakland Children's Hospital; UCSF Benioff Children's Hospital.

12. Advertising

HIGH SCHOOL will allow CHO to advertise CHO during all athletic events. Such advertising shall include, but is not limited to, banners at all home games and in the training facility and free advertising in programs, sports calendars and yearbooks.

13. Choice of Law

This Agreement and the terms and conditions contained herein shall be governed by the laws of the State of California. Any litigation brought to enforce the terms of this agreement or arising hereunder shall be filed in the Superior Court of the County of Alameda.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day
and year first above written.

ALAMEDA UNIFIED SCHOOL DISTRICT

CHILDREN'S HOSPITAL & RESEARCH
CENTER AT OAKLAND d/b/a UCSF
BENIOFF CHILDREN'S HOSPITAL
OAKLAND

By: 
Robert Clark
Chief Business Officer

By: _____
Bertram Lubin, MD
President and Chief Executive Officer

Date: 7 Jan 2015

Date: _____

Barbara Kahn
President, Governing Board

Date: _____