

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into as of the First day of August, 2017, by and between Alameda Unified School District, a non-profit organization whose principal place of business is 2060 Challenger Drive, Alameda, CA 94501, which operates Alameda High School (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 "BCHO").

RECITALS

- (a) BCHO 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 BCHO for sports-related injuries of its student athletes.
- (c) BCHO 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 begin on August 1, 2017 and terminate on the final North Coast Section ("NCS") sanctioned event for that academic school year (forty two weeks); 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. **BCHO's Duties and Responsibilities**

BCHO agrees to:

- A. Provide a certified athletic trainer (ATC) at HIGH SCHOOL for the interscholastic athletic program for maximum of 25 hours per week for each week beginning no earlier than August 1, 2017 and run through the final NCS 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, the ATC will attend home games and other athletic games as agreed between the Athletic Director and BCHO.
- 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. 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 BCHO 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 pertaining to prohibitions on alcoholic beverages, tobacco or unlawful drugs.

- F. BCHO will comply with the fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 with respect to all BCHO's employees who may have contact with HIGH SCHOOL's students in the course of providing services pursuant to the Agreement at HIGH SCHOOL facilities, ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by HIGH SCHOOL. As of the effective date of the contract, BCHO is not aware of any information from the Department of Justice regarding conviction of a felony of any ATC as the term is defined the Education Code Section 45122.1.
- G. BCHO ensures that a tuberculosis screening is performed annually on all ATC's.

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

HIGH SCHOOL will:

- A. Cooperate with the ATC and BCHO in scheduling the hours for the ATC's presence at HIGH SCHOOL;
- B. Permit BCHO 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 BCHO 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.
- D. Permit BCHO access to Athlete demographic and contact information for the sole purpose of electronic record keeping in the Athletic Training Room.

4. **Compensation**

HIGH SCHOOL will pay BCHO the sum of \$29,500 for the services agreed to be provided hereunder. Said sum shall be paid in two equal payments of \$14,750 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, BCHO 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 BCHO 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. On information regarding grounds for removal from the HIGH SCHOOL, Athletic Director may request that BCHO 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. BCHO shall promptly comply with any such request, in which event BCHO shall be afforded up to thirty (30) 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 BCHO'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 BCHO: 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: Chief Business Officer
Alameda Unified School District
2060 Challenger Drive
Alameda, CA 94501

7. **Insurance**

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

- A. BCHO shall provide professional liability insurance for all of its activities arising out of or in connection with this Agreement, 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. BCHO shall provide, as required by the Labor Code of the State of California, Workers' compensation insurance for all employees of BCHO.
- C. HIGH SCHOOL shall provide general liability insurance, including but not limited to, premises and operations, and personal injury insurance in an amount no less

than one million dollars (\$1,000,000) each occurrence, three million dollars (\$3,000,000) aggregate.

- D. 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 BCHO 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 BCHO'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 BCHO:

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. 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: Shariq Khan
Shariq Khan
Chief Business Officer

By: Michael Anderson, MD
Michael Anderson, MD
President

Date: _____

Date: 4/20/17

By: _____
President, Governing Board

Date: _____