Board Office Use: Legislative File Info.					
File ID Number 22-0745					
Introduction Date	4/13/22				
Enactment Number	22-0607				
Enactment Date 4/13/2022 os					



Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent

Sondra Aguilera, Chief Academic Officer

Meeting Date April 13, 2022

Subject Grant Application – Korey Stringer Institute – innovATe Program – Community

Schools and Student Services Department

Ask of the Board

Approval by the Board of Education, pursuant to Board Policy 3290, of the District's Community Schools and Student Services Department's application to the University of Connecticut's (UConn) Korey Stringer Institute (KSI) for innovATe Program funding to support hiring and retention of Athletic Trainers at District high schools and authorizing Superintendent to formally accept funding.

Background

The goal of the innovATe project (Improving Needed Nationwide Opportunities & Value of Athletic Trainer Employment) is to increase athletic training services in secondary schools. This is a critical step in promoting safety and injury prevention for secondary student athletes participating in all sports, including football. innovATe is a collaborative project being administered by the Korey Stringer Institute and is funded by the Education Fund established as part of the settlement of the NFL Concussion Litigation. The mission of UConn's Korey Stringer Institute's innovATe project is to increase access to medical care provided by an athletic trainer for secondary school athletes in underserved communities through the provision of funding, advocacy, education, mentorship, and strategic support to school districts and through partnerships with local medical services.

In support of these goals, District staff has completed an application to the Korey Stringer Institute for \$180,000.00 over three years to support availability of Athletic Trainers for OUSD high schools.

BP 3290 provides: "In order to facilitate timely receipt of funds, the Board may approve the application for a gift, grant, or bequest, rather than the gift, grant, or bequest itself, so long as the application sets forth all substantive terms of gift, grant, or bequest." Here, the District's application does contain all substantive terms of the grant. In order to spend down all grant funds by the end of the grant cycle, it is urgent that the District approve acceptance of the funding and begin implementation. Authorizing the Superintendent to formally accept this funding

without further need of Board action will help ensure we are able to efficiently receive and spend this funding for its intended purpose within prescribed deadlines.

Discussion

A recent study conducted by KSI examined all high school sport-related deaths from 2000-2013 and found that for 70% of the deaths, an athletic trainer was not on site to triage student-athletes. Not only will the innovATe project help the selected school districts fill their dire need for athletic trainers, but this project will also require athletic trainers to provide education, including on concussions and emergency preparedness, to the high school population to promote concussion awareness and concussion management best practices.

Approval by the Board of Education, pursuant to Board Policy 3290, of the District's Community Schools and Student Services Department's application to the Korey Stringer Institute seeking funding in the amount of \$180,000.00 in innovate program funding to support availability of Athletic Trainers for OUSD high schools for the period July 1, 2021 through June 30, 2024, and if granted, in whole or in part, authorization for Superintendent to accept same, pursuant to the terms and conditions thereof, will help bring the District closer to reaching its goal of supporting high-need students and develop resilient learners, collaborative teammates, community leaders, critical thinkers, and creative problem solvers.

Fiscal Impact

Grants for OUSD students in an amount not to exceed \$180,000.00

Attachment(s)

- Grant Management Face Sheet
- Grant Application
- Budget
- List of Schools
- Schools Map
- Letters of Support
- Athletic Trainer Job Posting
- Scope of Work
- Subrecipient Report
- Sample Subrecipient Agreement

OUSD Grants Management Face Sheet

Title of Grant: innovATe Project	Funding Cycle Dates:
	2021-22, 2022-23, 2023-24
Grant's Fiscal Agent:	Grant Amount for Full Funding Cycle:
(contact's name, address, phone number, email address)	\$180,000
Korey Stringer Institute	
University of Connecticut	
2095 Hillside Rd. U-1110	
Storss, CT 06269	
860-486-4635	
christianne.eason@uconn.edu	
Funding Agency:	Grant Focus:
Korey Stringer Institute - NFL National Football League Foundation - UCONN Health	ATHLETIC TRAINING SERVICES

List all School(s) or Department(s) to be Served:

OAKLAND ATHLETIC LEAGUE - CASTLEMONT, COLISEUM COLLEGE PREP ACADEMY, FREMONT, LIFE ACADEMY, MADISON PARK, McCLYMONDS, OAKLAND HIGH, OAKLAND INTERNATIONAL, OAKLAND TECH, SKYLINE

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	Promoting safety and injury prevention to student athletes participating in sports throughout our district. Athletic Trainers will be assigned to each of the schools listed and work with students directly to promote student engagement.
How will this grant be evaluated for impact upon student achievement? (Customized data design and technical support are provided at 1% of the grant award or at a negotiated fee for a community-based fiscal agent who is not including OUSD's indirect rate of 3.98% in the budget. The 1% or negotiated data fee will be charged according to an Agreement for Grant Administration Related Services payment schedule. This fee should be included in the grant's budget for evaluation.)	Semi annual reports to the Korey Stringer Institute (KSI) to include total student participation and number of students treated. Included in the report are the costs of one time use materials.
Does the grant require any resources from the school(s) or district? If so, describe.	Grant funds will be used for procurement and maintenance of athletic training services and supplies/equipment. All expenses up to \$180,000 will be reimbursed.
Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU? (If yes, include the district's indirect rate of 3.98% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	Yes. Grant funds will be used, in part, to reimburse the District the hourly rate we are currently paying Bruce Valentine for Athletic Training Services per our existing contract. In addition, the management of one time use of materials and equipment.
	No. The program services will be primarily for after school sports activities and competition events.

Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)	Franky Navarro OAL Commissioner 1000 Broadway Ste 150 Oakland Ca 94607

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal .	Andrea Bustamante	Docusigned by: Andrea Bustamante	3/17/2022
Department Head (e.g. for school day programs or for extended day and student support activities)	Sondra Aguilera	Sondra Aguilera	3/17/2022

Grant Office Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Fiscal Officer			
Superintendent	Kyla Johnson-Trammell		

innovATe Project Application

Thank you for your interest in increasing access to medical care provided by athletic trainers for student athletes in your community through the **innovATe** project. Please carefully review the **innovATe** project application guide before completing your application. If you have any questions while completing your application, please reach out to **innovATe** project director, Christianne Eason (christianne.eason@uconn.edu) or your Korey Stringer Institute staff liaison.

Please make sure to complete and upload all required components of this application before submitting.

- 1. Application
- 2. Letters of Support (merged in to one file)
- 3. Proposed Budget
- 4. Athletic Training Job Posting

It is recommended that you complete this application in a word document before continuing. You will then be able to copy and paste answers directly into the online application.

Application and all required components should be submitted by **11:59PM EST March 15**, **2021.** Applications that are incomplete or submitted after the deadline will not be accepted. You will receive a confirmation email within 24 hours of submitting your application. If you do not receive an email within 24 hours, please reach out to your KSI staff liaison to ensure your application was received.



Section 1: Applicant Information	
Q3. Please provide the requested information for the "Corresponding Applicant" who is completing application and will receive all communication regarding the application status.	g this
Q4. Name:	
FRANKY NAVARRO	
Q5. Title:	
OAL COMMISSIONER	
Q6. Place of Employment:	
OAKLAND UNIFIED SCHOOL DISTRICT/ OAKLAND ATHLETIC LEAGUE	
Q7. Preferred Contact Information:	
510-717-2708 OR FRANCISCO.NAVARRO@OUSD.ORG	
Q9. How many schools are applying for funding through the innovATe project?	
10	
Q8. Please upload one file containing all requested information for each school applying fo through the innovATe project (including place of employment of corresponding applicant	
Please provide information for all schools. Table below is an example and represents 3 schools ap	polvina

Please click the arrow below to begin the application.

	School 1	School 2	School 3
Name			
Address			
Public or Private			
# of Students			
# of Student Athletes			

for innovATe funding.

Football (Y/N) ^a		
Title 1 Status		
Free Lunch Eligibility		
Average EMS Response		
Nearest Level 1 or Level 2 Trauma Center		
Letter of Support ^b		

- a = Does this school have a football team
- b = Name of school representative submitting letter of support for application

LIST OF SCHOOLS - Sheet1.pdf 23.8KB application/pdf

Q10.

Section 2: Proposal Narrative

Q11. Please provide a detailed response to each question below.

Q12. Please explain why you are applying for funding through the innovATe project.

We are in need of athletic training services for all of our schools. We currently do not have access to consistent athletic training services. We only contract athletic training services for our football programs on days of competition only. Funding through the innovATe project will allow us to build the capacity to sustain athletic training services for all schools. Our student-athletes will benefit greatly from having access to athletic training services by having access to support with injury prevention, recovery, and overall health and safety.

Q13. Please describe current and past access to athletic training services for all schools applying for funding through the innovATe project.

If schools currently have access to athletic training services, explain why there is a need to expand these services. If schools no longer have athletic training services, explain the reason for discontinuing athletic training services. If schools have never had athletic training services, please discuss barriers or challenges experienced in trying to obtain athletic training services.

We currently do not have access to athletic training services. We only contract for football competition days only. School district budget has been a barrier to obtaining athletic training services for each school. Several of our schools have had volunteer staff provide athletic training services in a very limited capacity. In addition to school district budgets being restricted outside funding for athletic programs at our schools is also limited.

Q14. Why does your community want to provide/expand athletic training services to student athletes?

Our community is in need of the same athletic training services our surrounding school districts/schools provide for their student athletes. Oakland Unified School District/Oakland Athletic League has not provided athletic training services for any sports other than football competition days. There is great value in connecting our student population and parent community to athletic training services. Our community is in need to access education of injury prevention, recovery, and health and safety. Our parent community will also be able to benefit from access to athletic training services by having additional support for their child. In our communities that have been historically underfunded, and already marginalized with very limited access to quality nutrition, a program for athletic training services can support our student-athletes to navigate the many challenges faced daily in preparation to participate in school-based athletics. Our community will feel supported and connected with the presence of athletic training services at each of our school sites.

Q15. We require athletic trainers hired through the innovATe project to provide educational content related to sport safety and athlete well-being to the community (parents, coaches, student athletes, administrators, etc.). Please explain how you anticipate an athletic trainer could provide that education to your community.

Our goal for establishing athletic training services at each site is to provide support for all student athletes but additionally have a presence that will provide education to the entire school community. We anticipate that workshops and education sessions will be scheduled for parents, coaches, administrators, and the school community. An athletic trainer will be given access to the entire school community with efforts to grow our education in school-based athletic training services that are focused on school and sports safety, injury prevention, recovery, and overall health and safety for all. We would look to partner with the onsite curriculum in physical education and/or health classes to introduce the services to the school community. We would also use each school's advisory classes to create focus groups to target the introduction of athletic training services. Many of our schools have school-based health centers located on each of their campuses and additionally, our athletic trainers will be connected and partnered to provide additional support for our student-athletes.

Q35. How do schools applying for innovATe project funding anticipate they will be able to maintain athletic training services in their community at the conclusion of the grant funding period? Please describe any challenges you anticipate in the sustainability of athletic training programs in your community.

We anticipate including the cost to sustain athletic training services into our operating budget. We have identified areas of cost savings that allow us to allocate additional funding towards this program. We also will plan to partner with our physical education and health departments to secure teaching positions that can contribute and share FTE positions that will allow for staff to teach half the day and half the day as athletic trainers. We also look forward to building on existing partnerships to connect with resources that we will be able to allocate to athletic training services. The primary challenge is being competitive with salaries and the cost of living in California being much higher than any other region. We feel strongly that over the next three years we can develop and manage a plan to allow for athletic training services to be sustainable.

Q16. How do you anticipate athletic trainers will be able to provide medical services in your schools? Be sure to describe any space that is available for an athletic training room in each school or a central location that would be available for all student athletes? Will athletic trainers be asked to provide medical care at home and away games? How many hours a week on average do you expect athletic trainers to be present at your schools? Etc.

At each school site, we have identified a space that will be strictly assigned to an athletic trainer. We have secured a city measure to update district-wide facilities and will ensure that the proper modifications to space are done and complete prior to the start of the program. We would also maintain a centrally located supply room that will service all schools on a need basis. Athletic trainers will only be required to provide medical care at home and nonleague away games. I expect a minimum of 15-20 hours per week to be the commitment. This will also include training our coaches and parent community on athletic trainer services.

Q17.

Section 3: Proposed Budget

Q18. Please upload your three-year proposed line-item budget below.

22.9KB application/pdf	
Q19. Referencing the proposed budget you are submitting, please provide a brief financial applicants should explain any differences in the anticipated costs and grant award. Applicants should reference any support that the same plan for the 8% indirect costs.	
We currently have an AED for each site as well as a mobile AED. We are in need of 3 additional AED for circulation. We have in allocated for equipment and supplies. With the anticipated higher cost of California living, we would allocate funding to meet the All of our schools with the exception of three schools have ice machines and equipment tables already on site.	
Q20. Please provide contact information for the designated "funds manager." The "funds manager" does not have to be the same individual completing this application. The "funds manager" will work representatives to complete required financial document to receive funding, will submit required reports and receipts to rereimbursement, and will be responsible for distributing funds where applicable.	
Q21. Name:	
FRANCISCO NAVARRO	
Q22. Title:	
OAL COMMISSIONER	
Q23. Place of Employment:	
OAKLAND UNIFIED SCHOOL DISTRICT	
Q24. Address of Employment:	
1000 BROADWAY STE 150 OAKLAND CA 94603	

KSI Grant - 3 Year Line Item.pdf

Q25. Preferred Contact Information:

510717208 OR FRANCISCO NAVARRO

Q26. Please indicate below that you acknowledge all innovATe project funds are distributed through a cost-reimbursement model that requires submission of budget and project reports.
I acknowledge cost-reimbursement model of innovATe project funding

Q27.

Section 4: Job Description and Hiring Strategy

Q28. Please briefly describe your plan for hiring athletic trainers with an anticipated start data of summer 2021.

Description should describe plans to advertise position, interview process, and anticipated start date.

We plan to post the position on our website and job posting portal. We will open the position to internal candidates first to ensure our current employees are prioritized in the hiring process. We will conduct an interview panel process with Athletic Director, Coach, and Administrator the Summer of 2021 for a August 2021 start date.

Q29. Please upload the athletic training job posting that schools will use as part of their hiring plan below.

KSI GRANT Job Posting.pdf 47.9KB application/pdf

Q30.

Section 5: Letters of Support

Q31.

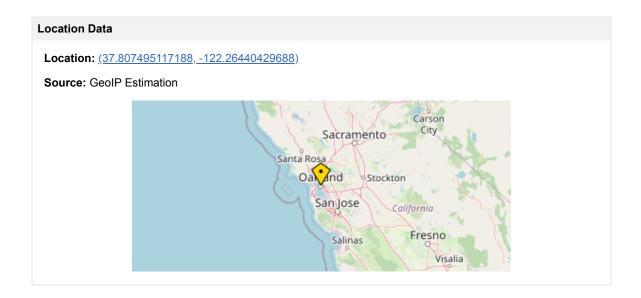
PLEASE NOTE – Letters of support need to be saved as <u>one</u> file. Applicants should have one file that includes the letters of support from school administrators and one file that includes the letter of support from community partners. These letters should be saved as PDF or docx files. KSI Staff liaison can assist in merging files if requested.

Q32. Please upload at least one letter of support for each school seeking funding below.

Q33. Please upload at least one letter from a community medical partner. (If an outreach provider is completing this application this letter is not necessary)

community support.pdf 151.9KB application/pdf

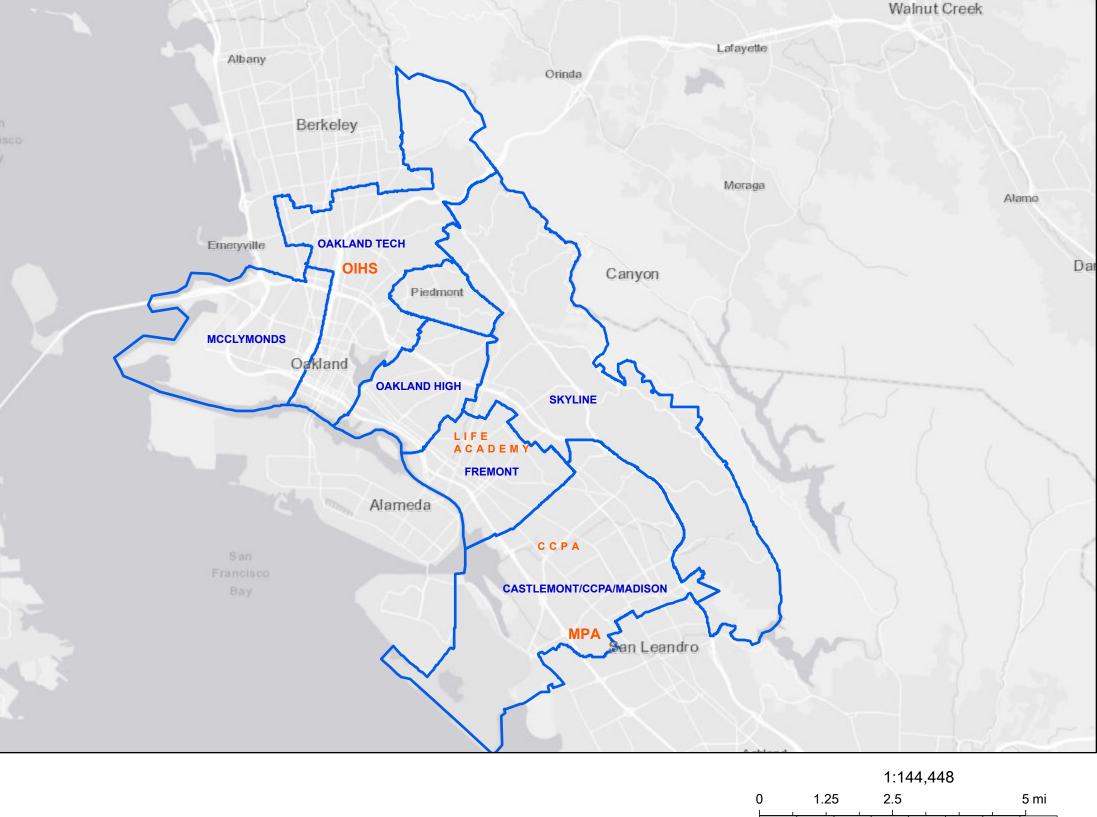
Q34. Please **carefully review** your application before clicking the right pointing arrow below. Clicking this button below will complete your application and you will not be able to edit answers once the application is submitted.

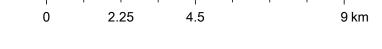


3 YEAR BUDGET - KSI GRANT/OAL OUSD								
	YEAR 1		YEAR 2 YEAR 3					
	innovATe Funds	School/Partner Funds		innovATe Funds	School/Partner Funds		innovATe Funds	School/Partner Funds
ATHLETIC TRAINER			ATHLETIC TRAINER			ATHLETIC TRAINER		
SALARY X 3	\$73,600.00	\$20,000.00	SALARY X 3	\$59,800.00	\$33,830.00	SALARY X 3	\$32,200.00	\$61,400.00
FRINGE BENEFITS X 3	\$6,400.00	\$1,600.00	FRINGE BENEFITS X 3	\$5,200.00	\$2,820.00	FRINGE BENEFITS X 3	\$2,800.00	\$5,200.00
LICENSURE RENEWAL X 3			LICENSURE RENEWAL X 3			LICENSURE RENEWAL X 3		
FACILITIES			FACILITIES			FACILITIES		
TREATMENT TABLE	-	\$6,000.00	COMPUTER	-	\$2,500.00	MINI FRIDGE/FREEZER		\$788.00
ICE MACHINE	-	\$9,000.00	TAPING TABLE	=	\$679.00			
HYDRATION KIT	-	\$500.00						
HYDROCOLLATOR	-	\$1,400.00						
SUPPLIES			SUPPLIES			SUPPLIES		
AED	-	\$4,500.00	TAPING SUPPLIES	-	\$500.00	TAPING SUPPLIES	-	\$500.00
TAPING SUPPLIES	-	\$500.00	FIRST AID SUPPLIES	-	\$550.00	FIRST AID SUPPLIES	-	\$550.00
FIRST AID SUPPLIES	-	\$550.00	ICE BAGS (1500)	-	\$115.00	ICE BAGS (1500)	-	\$115.50
CRUTCHES (10 SETS)	-	\$1,330.00						
ICE BAGS (1500)	-	\$115.00						
TOTAL	\$80,000.00	\$45,495.00	TOTAL	\$65,000.00	\$40,994.00	TOTAL	\$35,000.00	\$68,553.50

TOTALS	innovATe Funds	School/Partner Funds
8% IDC	\$14,400.00	\$115,230.00
ATHLETIC TRAINER	\$165,600.00	\$9,620.00
FACILITIES	-	\$20,867.00
EQUIPMMENT AND SUPPLIES	-	\$9,325.50
3 YEAR TOTAL	\$180,000.00	\$155,042.50

	SCHOOL #1	SCHOOL#2	SCHOOL #3	SCHOOL#4	SCHOOL #5	SCHOOL#6	SCHOOL #7	SCHOOL #8	SCHOOL #9	SCHOOL #10
NAME	CASTLEMONT HS	COLISEUM COLLEGE PREP ACADEMY (CCPA)	FREMONT HS	LIFE ACADEMY OF HEALTH SCIENCES	MADISON PARK ACADEMY (MPA)	McCLYMONDS HS	OAKLAND INTERNATIONAL HIGH SCHOOL	OAKLAND HS	OAKLAND TECHNICAL HS	SKYLINE HS
ADDRESS	8601 Macarthur BLVD. Oakland, CA 94605	1390 66th AVE. Oakland, CA 94621	4610 Foothill BLVD. Oakland, CA 94601	2101 35th Ave. Oakland, CA 94601	400 Capistrano DR. Oakland, CA 94603	2607 Myrtle ST. Oakland, CA 94607	4521 Webster ST. Oakland, CA 94609	1023 MacArthur Blvd. Oakland, CA 94610	4351 Broadway Oakland, CA 94611	12250 Skyline BLVD. Oakland, CA 94619
PUBLIC OR PRIVATE	PUBLIC	PUBLIC	PUBLIC	PUBLIC	PUBLIC	PUBLIC	PUBLIC	PUBLIC	PUBLIC	PUBLIC
# OF STUDENTS	835	486	771	463	774	383	369	1642	2016	1592
# OF STUDENT ATHLETES	300	152	200	129	220	173	28	437	656	621
FOOTBALL (Y/N)	Y	N	Υ	N	N	Υ	N	Υ	Υ	Υ
TITLE 1 STATUS	SCHOOL WIDE	SCHOOL WIDE	SCHOOL WIDE	SCHOOL WIDE	SCHOOL WIDE	SCHOOL WIDE	SCHOOL WIDE	SCHOOL WIDE	SCHOOL WIDE	SCHOOL WIDE
FREE LUNCH ELIGBILITY	YES - 740 STUDENTS	YES - 416 STUDENTS	YES - 704 STUDENTS	YES - 384 STUDENTS	YES - 691 STUDENTS	YES - 316 STUDENTS	YES - 340 STUDENTS	YES - 1323 STUDENTS	YES - 845 STUDENTS	YES - 1052 STUDENTS
AVERAGE EMS RESPONSE	5.4	5.6	4.6	4.6	5.2	5.2	4.5	4.4	6.5	3.8
NEAREST LEVEL 1 OR LEVEL 2 TRAUMA CENTER		HIGHLAND HOSPITAL OAKLAND CA	HIGHLAND HOSPITAL OAKLAND CA	HIGHLAND HOSPITAL OAKLAND CA	HIGHLAND HOSPITAL OAKLAND CA	HIGHLAND HOSPITAL OAKLAND CA	HIGHLAND HOSPITAL OAKLAND CA	HIGHLAND HOSPITAL OAKLAND CA	HIGHLAND HOSPITAL OAKLAND CA	HIGHLAND HOSPITAL OAKLAND CA
LETTER OF SUPPORT	Y	Y	Y	Y	Y	Y	Υ	Υ	Υ	Υ







Oakland Athletic League and UCSF Benioff Children's Hospital

1 message

Cappello, Michelle <Michelle.Cappello@ucsf.edu>
To: "francisco.navarro@ousd.org" <francisco.navarro@ousd.org>
Co: "1bvalentine@comcast.net" <1bvalentine@comcast.net>

Fri, Mar 12, 2021 at 4:26 PM

Hello Fransicso,

I hope you are doing well amidst the ramping back up to sports this season.

I'm connecting with you on the Oakland Athletic League's (OAL) potential application for the KSI grant. I've cc'd Bruce Valentine, Athletic Trainer, with whom you have been working with this year, and who was integral in coordinating the relationship of the Oakland Unified School District's OAL and UCSF BCHO over the past decade.

I hope some words of support and historical context of the OAL and UCSF Benioff Children's Hospital partnership would be beneficial to the cause of supporting Athletic Training services to the young athletes in our Oakland community.

UCSF Benioff Children's Hospital Oakland, Sports Medicine Center for Young Athletes (SMCYA) has long been supportive of the OAL and their efforts to establish an athletic training program for their six public high schools. UCSF has been affiliated with OAL and has provided Athletic Training coverage for their games for over ten years. It has always been our desire to provide more comprehensive athletic training for all their dedicated high school athletes, but our efforts have fallen short due to a lack of resources.

Over the last ten years, their parents, coaches, and student-athletes have gained newfound respect for the athletic training profession as they have observed our healthcare professionals caring for injured and ill students and staff during events. The OAL community has always responded to our athletic training services with a great degree of appreciation.

Due to the COVID pandemic, the OAL and UCSF partnership has been unable to continue providing the support it had previously. This puts the OAL in a tenuous position as the state of California requires minimum levels of care for athletes in competition. The need for funding becomes even more pressing during these difficult times. Many of the potential injuries suffered by student-athletes could be mitigated by having athletic trainers on staff and more accessible to their student population.

I applaud that the OAL administration is now taking concrete steps to secure funding for Athletic Training Services for all their student athletes, and most importantly, to do so in a sustainable manner. Should the grant allow for the OAL to successfully launch this AT program at the OAL, UCSF would like to continue to partner with OUSD and OAL to provide high quality athletic health care to the high school student-athletes of Oakland Public Schools.

Regards,

Michelle Cappello, PT, DPT, SCS

Clinical Director Sports Medicine Center for Young Athletes Interim Practice Administrator Pediatric Orthopedics Pronouns I use: she, her, hers

UCSF Benioff Children's Hospital Oakland
747 52nd Street
Oakland, CA 94609
tel: 510.428.3608 (direct)
michelle.cappello@ucsf.edu
www.childrenshospitaloakland.org
www.facebook.com/ChildrensHospitalSportsMedicine

Dear Korey Stringer Institute,

UCSF Benioff Children's Hospital Oakland, Sports Medicine Center for Young Athletes has long been supportive of the Oakland Athletic League and their efforts to establish an athletic training program for their six public high schools. UCSF has been affiliated with, and provided Athletic Training coverage for games only for over ten years. It has always been the desire to see full time athletic training provided to all the dedicated high school athletes of the Oakland Athletic League only to see the efforts fall short for lack of resources.

Over the last ten years, the parents, coaches and athletes have gained a respect for the athletic training profession with their exposure during events in the care of injured athletes. The community has always responded to the services provided, with a great degree of appreciation.

As a local Sports Medicine Physician, I have worked closely with the Athletic Training staff at UCSF while covering high school football games. The trainers are thoughtful, dedicated and work tirelessly to provide the best medical care for their student athletes.

The OAL realizes that many injuries suffered by athletes would be mitigated by having an athletic trainer on staff. It has become clear that the OAL is now taking concrete steps to providing Athletic Training Services for all their student athletes in a sustainable manner.

The current league administration has shown a commitment to finding a solution to the problem of resources and has gained traction with the Oakland Unified School District Administration in providing athletic training services to the District Athletes.

The InnovATe Project provides the perfect spring board in which the District can become independent in providing the resources for AT Services to their student athletes.

Anthony Okamura MD
Primary Care Sports Medicine
The Permanente Medical Group





March 1, 2021

Dear Korey Stringer Institute,

This letter serves as our commitment to the innovATe project as we look forward to athletic training services at our school. The CIF Oakland Section - Oakland Athletic League (OAL) is committed to connecting students with opportunities that will lead to their future success. I endorse and fully support the future partnership between Oakland Unified School District/OAL and the Korey Stringer Institute to fully implement the innovATe project and bring valuable athletic training services to our site. I have excellent relationships and communication with the OAL/OUSD administration that will be supportive to ensure student success. We have worked to develop deep relationships with our respective community members that will assist with ensuring the success and sustainability of the program for years to follow. We are confident that the innovATE program will allow for a positive impact on the school sports participation at each site while still providing student-athletes the support that is required to perform and maintain health at an optimum level.

Franky Navarro

CIF Oakland Section - OAL Commissioner francisco.navarro@ousd.org

Phillip Jones *Phil* Jones Jr. Castlemont Athletic Director

Amy Boyle

Coliseum College Prep Academy

Scot Alexander

Fremont High Athletic Director

Ronald Townson Towns
Life Academy Athletic Director

James Salazar

Humphrey Garrett Sr Humphrey Garrett Sr McClymonds AD

Dion Evans
Dion Evans
Madison Park AD

Nick Nguyen
Nick Nguyen
Oakland International AD

S. Spinola Andy Spinola Oakland High AD

James Coplan Oakland Technical AD

BASIC FUNCTION:

Under general supervision, to assist in the conditioning and physical fitness of athletes and in the prevention, reduction, rehabilitative treatment of injuries to students and athletes engaged in various high school sports in accordance with specific instruction from coaching staff or consulting physician; to store, issue, repair, and maintain athletic and physical education equipment, materials, and supplies; and performs other related work as required.

This position is being made available through support from the Korey Stringer Institute innovATe project.

The primary responsibilities of the athletic trainer are injury and illness prevention, clinical evaluation, emergency care, rehabilitation, and treatment of athletic injuries in the secondary school setting.

Athletic Trainers hired will also be required to provide education to our community related to illness and injury prevention, recognition, and treatment and complete an orientation with Korey Stringer Institute Staff before their start date. This will be a virtual orientation and may provide opportunities for CEU credits.

ESSENTIAL DUTIES:

The classification specification does not describe all duties performed by all incumbents within the class. This summary provides examples of typical tasks performed in this classification.

Provides assistance, recommends and implements appropriate preventative measures to avoid athletic injuries; has primary responsibility and performs a variety of preventative taping, strapping, bracing and bandaging to reduce the chance or protect current injuries to the student athletes; evaluates all initial athletic injuries and recommends appropriate medical care related to athletic injuries, illnesses and conditions to student athletes; provides athletic injury documentation, injury surveillance, follow-up treatment, and rehabilitation under physician's directions; assists in arranging for physician and/or ambulance coverage at games when so required; operates a variety of first aid and adaptive equipment

Provides the scheduling of physical examinations for the student athletes under treatment; certifies medical eligibility of student athletes to return to the athletic program; serves as a liaison between physicians, coaches, athletes and parents; assists head coaches in off-season in the conditioning, rehabilitation, and maintenance of physical fitness as required; provides reports to coaches and other school personnel as required; develops and implements individualized rehabilitation and reconditioning programs for injured students; assists students with specialized therapeutic exercises; performs demonstrations and assure student understanding of proper exercise techniques and procedures; counsels and advises athletes on health related issues, including nutrition and substance abuse.

Maintains a variety of records related to student injuries, treatments, progress and assigned activities; processes forms and applications as needed; prepares student injury reports; maintains copies of records of physician's diagnosis, treatment, operative reports, prescriptions, physical examination reports, medical history forms, accident reports, and insurance forms; provides reports to coaches on injuries, medical reports and status of athletes under treatment as required; assists with the budgeting, ordering and inventorying of athletic training supplies; maintains necessary trainer's supplies and equipment inventory.

REQUIREMENTS:

- BOC Certified Athletic Trainer
- [State] Licensed [or appropriate regulation in your state] Athletic Trainer (or eligible)
- Personal vehicle for travel to school and events
- CPR/AED/First Aid Instructor preferred but not required
- NPI Number
- Excellent communication and organization skills
- Candidates must clear a satisfactory background check

MINIMUM QUALIFICATIONS:

Education:

Two years of college-level course work from an accredited university in physical education, athletic training or a related field.

Experience:

One year of experience working in an athletic training environment.

Certificates and Licenses Required:

Certification as an Athletic Trainer from the National Athletic Trainers Association Board of Certification. Valid certification in CPR and First Aid issued by an authorized agency. Possession of a Cardiopulmonary Resuscitation Certificate. Possession of a valid California Class C Driver license. Evidence of adequate insurance for a motor vehicle which meets or exceeds the California legal liability insurance requirement and continues to maintain insurability. Use of an automobile.

KNOWLEDGE AND ABILITIES:

Knowledge of:

Basic principles of athletic training, kinesiology, physiology, nutrition, diet and first aid. Symptoms and treatment of athletic injuries. Physical fitness, hygiene and safety procedures related to athletic programs. Taping, bandaging and physical therapy techniques. Disinfectant and sterile equipment techniques. First aid procedures and techniques. Cardiopulmonary resuscitation techniques. Community emergency medical resources. Appropriate safety precautions, procedures and protective equipment used in sports. General principles of supervision and training. Interpersonal skills using, tact, patience and courtesy. Basic math skills.

Ability to:

Provide emergency care as needed including basic first aid, cardiopulmonary resuscitation or other life sustaining efforts until paramedics or other medical assistance is available. Perform appropriate lifting and carrying techniques for use when necessary. Operate a variety of therapeutic equipment and machines. Understand and carry out technical and other directions explicitly as issued by physicians. Read and follow prescriptions for rehabilitation or treatment of injuries or illnesses related to participation in athletics. Communicate effectively orally and in writing. Tape, bandage and splint athletes, administer first aid and immobilize injuries Operate a personal computer and utilize database and spreadsheet programs. Maintain cooperative relationships with coaches, athletes, parents, school staff, administrators and physicians. Be flexible. Prioritize and think clearly in an emergency

WORKING CONDITIONS:

Physical Demands:

Employees in this classification stand, walk, run, lift and carry up to 50lbs., with occasional heavy lifting associated with moving injured athletes; use fingers, wrists or hands repetitively, bending at the waist, kneeling or crouching to assist students, reaching overhead, above the shoulders and horizontally, drive a vehicle, have direct contact with the public, students and District staff, use both hands simultaneously, speak clearly, hear normal voice conversation, see small details, use a computer and a telephone.

Environment:

Employees in this classification work both inside and outside, have direct contact with other District staff, students and administration, work evening or variable hours, possible exposure to adverse weather conditions; judge and process information quickly and make quick decisions; with continuously changing priorities and intermittent diversions.

Required application materials include:

- Cover Letter
- 2. Resume
- 3. [#] Letters of Recommendation
- 4. Proof of [state] licensure [or appropriate state regulation]

Candidates should contact FRANKY NAVARRO, OAL COMMISSIONER, francisco.navarro@ousd.org with any questions regarding this position.

Scope of Work innovATe Subaward Recipients

Background and Purpose: Over an approximate 5-year period, the innovATe project will provide funding to 10-14 school districts currently without athletic trainers to hire and retain much-needed athletic trainers. This is a critical step in promoting safety and injury prevention for thousands of student athletes playing all sports, including football. A recent study conducted by KSI examined all high school sport-related deaths from 2000-2013 and found that for 70% of the deaths, an athletic trainer was not on site to triage student-athletes. Not only will the innovATe project help the selected school districts fill their dire need for athletic trainers, but this project will also require athletic trainers to provide education, including on concussions and emergency preparedness, to the high school population to promote concussion awareness and concussion management best practices. KSI anticipates that, with these funds, KSI will be able to provide athletic trainers to 10-14 school districts serving over a 3-year period. These athletic trainers will work with student athletes across all sports, including football, to service the high schools' teams. The project is being funded through an Education Fund that was established as part of the settlement of the NFL Concussion litigation. The Education Fund and KSI's administration of the innovATe project have been approved by the Judge overseeing the NFL Concussion Settlement. It is our hope that a successful implementation of this program will engender additional future funding from the Education Fund to continue the work of this program.

Subaward Recipient Deliverables:

1. Project Management

- a. Subaward recipient will submit semi-annual reports to KSI, detailing how the funds have been used on the provided reporting template and briefly describe athletic training services and NFL Alumni Ambassador community engagement.
 - i. Any variation in excess of 20% from the proposed budget must be justified on the report.
 - ii. Semi-annual reports should be submitted by October 1 and April 1 each year, throughout the duration of the contract.
- b. Subaward recipient will submit monthly invoices to KSI
- **c.** Subaward recipient will participate in on-site collaboration with KSI and NFL Alumni representatives to help nurture local media and funding partnerships
- **d.** Subaward recipient will utilize all grant funds for the procurement of new or expanded athletic training services, maintenance of those athletic training services, and supplies/equipment.
 - i. Utilizing less than 80% of the direct cost funds towards the AT's salary and fringe will not be allowable and can result in early termination from the program.
- **e.** Subaward recipient will work with local entities and KSI to try and foster long term financial partnerships to provide funding necessary to sustain athletic training services once grant funds expire.
- f. Subaward recipient will report any adverse incidents to KSI in a timely manner.

- **g.** Supplies donated to schools from innovATe partners should be used to support the sports medicine program and are not intended to be available to the entire school's population. KSI will work with schools to help secure discounted rates for medical supplies and equipment when possible.
- **h.** If the subaward recipient has agreed to participate with the collection of longitudinal data, KSI requests to receive said data in a timely manner.

2. Project

- **a.** Subaward recipient will work with KSI to develop relationships/partnerships with local sports medicine clinics/hospitals/practices to encourage financial commitment from a local organization.
- **b.** Subaward recipient will hold annual educational meetings for coaches and athletes, where athletic trainers hired through the innovATe project will provide information related to injury/illness prevention and concussion management
- **c.** Subaward recipient will provide data related to athletic training services to KSI. Information requested will include treatments, referrals, number of insurance claims, activation of emergency action plans, etc.
- **d.** Subaward recipient will work with KSI to hire athletic trainers. KSI will provide a job description template and subaward recipient will modify description as necessary and submit to KSI for final approval before posting. Subaward recipient will allow KSI to review applicants.
- e. Subaward recipient will require athletic trainers hired through the innovATe project to; 1) attend a virtual orientation with KSI before their start date, 2) provide annual injury/illness prevention and concussion management education to coaches and athletes, and 3) document athletic training services and provide anonymous data to KSI annually



innovATe Subaward Recipient Semi-Annual Report

As indicated in the Scope-of-Work you received, innovATe subaward recipients are required to submit semi-annual progress reports to detailing how funds have been used and briefly describe athletic training services and NFL Alumni Ambassador community support. Please review the guide below before completing and submitting your semi-annual report.

- 1. Use your Signed Grant Agreement as a reference when filling out your report:
 - Keep in mind any amendments that have been approved during the timeframe of the report
 - o Expected project management items can be found in the SOW for your reference
 - Please reference the Approved Budget that was submitted and make note of any deviations from this budget

2. Reporting Timeframe:

- All Semi-Annual Reports should report on work for the current period since your last report (with the exception of the final semi-annual report which should provide an overview of the 3-years of the funding period)
- The one exception is the Budget Report section, where you should provide an overview of the entire project's spending to date
- 3. If a Project Management Milestone was not met at time of report, please be sure to explain how your organization plans to meet that milestone during the next period or address how KSI can help the organization meet that milestone.
- 4. Reports should be concise and include only relevant information (1-2 paragraphs per question).
- 5. **DO NOT** include any identifying individual health information/data results reported should be aggregated.
- 6. We encourage you to provide an honest assessment of how your organization and program are doing in your responses. Our KSI staff is here to help you grow and support your program and it's important that we are aware of any challenges that you are facing.
- 7. The report is broken in to three sections:
 - o Budget Report
 - Athletic Training Services
 - o NFL Alumni Ambassador Engagement



innovATe Subaward Recipient Semi-Annual Report Budget Report

Subaward Recipient		
Award Number		
Administrative contact		
Date		
Reporting Period		
Description	Current Expenditures	Cumulative Expenditures
AT Salary		
AT Fringe Benefits		
Supplies		
Other*		
	\$	\$
Total Direct Costs	-	-
	\$	\$
Indirect cost	-	-
	\$	\$
Total Costs	-	-
*Please include details	for any current expenditures noted above	that are included in the 'Other' category :
*Please include details		
	noted above	
If cumulative expenditur	noted above	egory by 20% or more from the originally
If cumulative expenditur	noted above	egory by 20% or more from the originally
If cumulative expenditur	noted above	egory by 20% or more from the originally
If cumulative expenditur	noted above	egory by 20% or more from the originally
If cumulative expenditur	noted above	egory by 20% or more from the originally
If cumulative expenditur	noted above	egory by 20% or more from the originally



innovATe Subaward Recipient Semi-Annual Report Athletic Training Services

Please provide contact information for all Athletic Trainers hired with or paid by innovATe project funds (include date of hire, name, number of hours employed at school, name of schools where Athletic Trainer provides athletic training services):
Please provide a basic summary of how Athletic Trainer(s) have provided educational information related to injury/illness prevention and concussion management to the school community:



Report athletic training services rendered (# of treatments & assessments, referrals, number insurance claims for sport related injuries/illnesses, activation of emergency action plans, etc Please be specific in number without divulging any protected individual health information	c.).
Briefly describe the impact the athletic trainer(s) has had on promoting safety and injury prevention for student athletes:	



Briefly d	escribe the impact the athl	etic trainer(s) has had o	n your school community:	
	ribe your plan for sustaining nding period (only need to			



innovATe Subaward Recipient Semi-Annual Report NFL Alumni Ambassador Engagement

to your school con	nmunity through the involvement of all NFL and annually through the innovATe project. Plea NFL Alumni and any plans that are being develone Please also include ideas for future eng	se be as specific as possible and veloped for future involvement.
		.0:
l		

Please email your completed report to Christianne Eason (christianne.eason@uconn.edu) by 11:00pm EST on the date the semi-annual report is due. You may submit supporting materials that are pertinent or would support information in the report as attachments. As a reminder, please make sure that no protected medical information is shared within this report.

Date

Name

Signature

RESEARCH SUBAWARD AGREEMENT

BETWEEN

UNIVERSITY OF CONNECTICUT AND SUBRECIPIENT NAME

AGREEMENT NO. PO #

This Cost-Reimbursement Agreement is entered into between the University of Connecticut (hereinafter called "UConn"), an educational institution having an office located at 438 Whitney Road Extension, Unit 1133, Storrs, CT 06269-1133 and Subrecipient Name (hereinafter called the "Subrecipient"), Choose an item. located at Subrecipient Address.

This is an Agreement between the Subrecipient and UConn entitled "InnovATe," funded under UConn's prime award Grant No. AG201123 entitled "InnovATe" from Education Fund of the NFL Concussion Litigation Settlement Agreement.

All terms and conditions of this Agreement are subject to applicable federal law and regulations and to the relevant terms of the prime agreement, which are set forth below.

The Subrecipient hereby agrees to furnish and deliver the supplies and perform the services set forth in this Agreement for the consideration stated herein.

1. STATEMENT OF WORK

- (a) The Subrecipient shall provide the personnel, materials and facilities necessary to perform the work as specified in the Statement of Work, attached hereto as Appendix A. Any change in this Statement of Work shall be mutually agreed to in writing by authorized officials of both parties prior to the commencement of Subrecipient's performance under such change.
- (b) For any item required to be provided to UConn under this Agreement, UConn has the unlimited right to use and reproduce such item for its own purposes and as required by the prime sponsor.

2. COST, PERIOD, BILLING AND PAYMENT

- (a) This Agreement shall be effective from Start Date and proceed through End Date, unless extended by written agreement of both parties and approved by Education Fund of the NFL Concussion Litigation Settlement Agreement.
- (b) The total amount payable to Subrecipient for its performance under this Agreement shall not exceed \$Subaward Amount. Any portion of the aforesaid \$Subaward Amount which remains unexpended as of the expiration date shall not be billed. Of the total amount payable, 80% of the direct costs must be used towards salary and fringe for the athletic trainer and the remaining 20% of the direct costs must be used for athletic trainer supplies and equipment.
- (c) Invoices shall be submitted monthly to the designated UConn Administrative Representative. Costs should be both current and cumulative and must be itemized. Reference must be made to the UConn Agreement Number PO # and UConn Account Number KFS #. Each invoice will be accompanied by an explanation of all expenses contained thereon that are not essentially in accordance with the attached budget (Appendix B) and required progress reporting.

(d) Upon completion, a final invoice will be submitted within 30 days of the termination date. This invoice will be marked FINAL.

3. APPLICABLE LAW AND REGULATIONS

- (a) All terms and conditions of this Agreement are subject to applicable federal law and regulations, the terms and conditions of the prime agency, and to 2 C.F.R. § 200; and,
- (b) Subrecipient acknowledges it is aware of and agrees to comply with the requirements of 2 C.F.R. § 200 subpart F, in particular the requirements pertaining to sub-recipient auditors submitting audit report copies to recipients that provided Federal awards. Subrecipient further agrees to provide awarding institution with copies of any of the independent auditors' reports which present instances of non-compliance with federal laws and regulations which bear directly on the performance or administration of this Agreement. In cases of such non-compliance, Subrecipient will provide copies of responses to auditors' reports and a plan for corrective action. All reports prepared in accord with the requirements of 2 C.F.R. § 200 subpart F shall be available for inspection by representatives of awarding institutions or the government during normal business hours.

4. APPROVALS AND NOTICES

All notices and requests for approvals on financial and/or administrative matters shall be submitted to the UConn Administrative Representative below:

University of Connecticut Sponsored Program Services 438 Whitney Road Extension, Unit 1133 Storrs, CT 06269-1133 (860) 486-4121 (860) 486-1334 fax

Questions regarding subaward administration should be addressed to subawards@uconn.edu
All invoices must be sent to apinvoices@uconn.edu
Questions regarding accounts payable should be addressed to apinquiries@uconn.edu

5. KEY PERSONNEL

- (a) The Principal Investigator at UConn is UConn PI Name, who shall be the UConn Technical Representative for this Agreement.
- (b) The Project Director for the Subrecipient shall be Subaward PI. This Project Director is considered essential to the work being performed under this Agreement. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Subrecipient shall notify the UConn Administrative Representative reasonably in advance and submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this Agreement.
- (c) The Subrecipient shall make no diversion without the UConn Administrative Representative's written consent; provided that the UConn Administrative Representative may ratify in writing the change, and that ratification shall constitute the UConn Administrative Representative's consent required by this clause.
- (d) Should UConn not give its approval, this Agreement shall be terminated in the manner provided in the "Termination" clause of this Agreement.

6. TECHNICAL REPORTS

- (a) The Subrecipient shall submit progress reports as specified in the Statement of Work (Appendix A).
- (b) Upon completion of this Agreement, a final report setting forth accomplishments and significant research findings shall be prepared by the Subrecipient and submitted to UConn within thirty (30) days of termination.
- (c) Failure by the Subrecipient to submit any report by its due date shall be considered just cause for UConn to withhold any payment due Subrecipient until such report is received.

8. PUBLICITY

No party shall use the name of the others in connection with any products, promotion, or advertising without the prior written permission of the other party.

9. CONFIDENTIALITY

- (a) Both UConn and Subrecipient shall have the right to refuse to accept any proprietary data proffered to it by the other. If necessary, the parties will exchange information which they consider to be confidential. The recipient of such information agrees to accept the disclosure of said information which is marked as confidential at the time it is sent to the recipient, and to employ all reasonable efforts to maintain the information secret and confidential, such efforts to be no less than the degree of care employed by the recipient to preserve and safeguard its own confidential information. The information shall not be disclosed or revealed to anyone except employees of the recipient who have a need to know the information and who have entered into a secrecy agreement with the recipient under which such employees are required to maintain confidential the proprietary information of the recipient and such employees shall be advised by the recipient of the confidential nature of the information and that the information shall be treated accordingly.
- (b) The recipient's obligations under this Agreement shall not extend to any part of the information:
 - that can be demonstrated to have been in the public domain or publicly known and readily available to the trade or the public prior to the date of the disclosure; or
 - that can be demonstrated, from written records to have been in the recipient's possession or readily available to the recipient from another source not under obligation of secrecy to the disclosing party prior to the disclosure; or
 - that becomes part of the public domain or publicly known by publication or otherwise, not due to any unauthorized act by the recipient; or
 - that is demonstrated from written records to have been developed by or for the receiving party without reference to confidential information disclosed by the disclosing party; or
 - that must be disclosed pursuant to law or court order.
- (c) The obligation of the party receiving confidential information under this Article shall survive for a period of 3 years after this Agreement terminates or for a longer period as the parties agree in writing.

10. PATENTS

(a) Subrecipient shall promptly provide UConn a complete written disclosure of any invention first conceived or applied during performance of this project. UConn shall, upon receiving such

- invention disclosure, inform the prime agency of such disclosure and determine whether to request Subrecipient to file and prosecute a patent application.
- (b) Title to any invention first conceived or discovered solely by any employee or student of the Subrecipient shall vest in Subrecipient with a nonexclusive, royalty-free license to UConn for educational, scholarly and professional purposes. Title to any invention first conceived or discovered jointly by employees or students of UConn and Subrecipient shall be jointly owned. In either instance, all appropriate government rights to such data shall accrue to Education Fund of the NFL Concussion Litigation Settlement Agreement.

11. INDEPENDENT CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Agreement. Unless otherwise specified, responsibility for the conduct and control of the work will lie solely with the Subrecipient, who is not to be considered an agent, employee, joint venturer or partner of UConn.

12. LIABILITY AND LOSS

The work to be performed under this Agreement will be performed entirely at the Subrecipient's risk. The Subrecipient shall indemnify, defend and hold harmless the University of Connecticut, its trustees, officers, employees, students and agents, against all claims or actions based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the performance of the Subrecipient or by conditions created thereby, or based upon any Subrecipient violation of any statute, ordinance, code or regulation in connection with its performance under this Agreement. This obligation to defend and indemnify UConn shall survive the termination of this Agreement.

13. TERMINATION

- (a) This Agreement may be terminated by UConn at any time upon written notice to the Subrecipient. Subrecipient may terminate this Agreement by giving not less than ninety (90) days prior written notice to UConn specifying the circumstances said to give rise to termination.
- (b) Upon notification, Subrecipient shall proceed in an orderly fashion to terminate any outstanding commitments and to conclude the work. All costs associated with termination shall be allowable including, without limitation, all otherwise allowable costs or commitments incurred prior to the receipt of the notice of termination which have not been reimbursed. In the event of any termination, Subrecipient shall submit a final invoice within 30 days of the effective date of termination. The invoice shall be accompanied by a check in the amount, if any, of the excess of funds advanced over costs and commitments incurred.

14. DISPUTES

Resolution of disputes of a technical nature shall be resolved through good faith negotiations. Any dispute arising under or related to this Agreement shall be resolved, to the maximum possible extent, through negotiation and settlement. Failing settlement, despite good faith efforts by both parties, any such unresolved issue(s) shall be presented to UConn whose decision will be reduced to writing with a copy furnished to the Subrecipient. Within 30 days after the date of receipt of such copy, the Subrecipient may notify UConn in writing of its disagreement with the decision, and, in the absence of such notice, UConn's decision shall be final. In the event of notice from the Subrecipient of its disagreement, the Subrecipient may appeal the dispute by pursuing any right or remedy it may have at law or in equity in any court of competent jurisdiction. Pending such appeal, the Subrecipient shall proceed diligently with the performance of the Agreement and in accordance with UConn's decision.

15. CHANGES

All modifications to this Agreement shall be accomplished by mutual written agreement of the parties, and with the approval of the designated prime agency representative, where required.

16. ASSIGNMENT

Neither party may assign this Agreement or any interest therein without the written consent of the other party.

17. APPLICABLE DOCUMENTATION

In addition to the terms and conditions contained in this Agreement, the following documents are attached hereto and made a part of this Agreement:

- (a) Appendix A -- Statement of Work
- (b) Appendix B -- Approved Budget

18. ORDER OF PRECEDENCE

Any inconsistency in this Agreement shall be resolved by giving precedence in the following order: (a) the Subaward Agreement; (b) representations and other instructions; (c) contract clauses; and (d) other documents, exhibits, and attachments.

19. FLOW DOWN PROVISIONS FROM THE PRIME AWARD

The following clauses from the prime award are hereby incorporated into this agreement:

When referring to its involvement with the NFL Concussion Settlement in promotional materials, including websites, Subrecipient will indicate that the innovATe project is funded by the Education Fund established as part of the settlement of the NFL Concussion Litigation. The Education Fund and the Subrecipient's involvement with the innovATe project have been approved by the Judge overseeing the NFL Concussion Settlement. In addition, when acknowledging the source of funding for the innovATe project in reports or promotional material, Subrecipient should state that the project is being funded by the Education Fund of the NFL Concussion Litigation Settlement Agreement. Subrecipient agrees that they do not have any rights to marks of the National Football League (NFL) without the prior, written consent of the NFL Parties.

20. STATUTORY AUTHORITY

Connecticut General Statute §§ 10a-104, 10a-108, 4a-52a, and 10a-151b provide the University with authority to enter into contracts in the pursuit of its mission.

21. INTERPRETATION

This Agreement contains the entire understanding between the parties, and there are no understandings or representations except those set forth or incorporated by reference herein. No subsequent modifications of this Agreement shall be of any force or effect unless in writing and signed by a duly authorized official of UConn. UConn's failure to insist on strict compliance with any term or condition of this Agreement shall not be deemed a waiver of any right or remedy UConn may have or of any subsequent default. If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall have no effect on the remaining provisions of this Agreement, and they shall continue in full force and effect. This Agreement shall be construed, and legal relations between the parties hereto shall be determined, in accordance with the laws of the State of Connecticut applicable to contracts

solely executed and wholly to be performed within the State of Connecticut without giving effect to the principles of conflicts of laws. Any disputes between the parties to the Agreement shall be brought in the state or federal courts of Connecticut.

22. WHISTLEBLOWING

This Agreement may be subject to the provisions of §4-61dd of the Connecticut General Statutes. In accordance with such statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, then in accordance with subsection (e) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Agreement. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

23. CAMPAIGN CONTRIBUTION RESTRICTIONS

For all State contracts as defined in Public Act 10-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice attached hereto as Schedule A.

24. INSURANCE

The Subrecipient shall secure and pay the premium or premiums of the following policies of insurance with respect to which minimum limits are fixed in the schedule set forth below. Each such policy shall be maintained in at least the limit fixed with respect thereto, and shall cover all of the Subrecipient's operations hereunder, and shall be effective throughout the term of this Agreement and any extension thereof. It is not the intent of this schedule to limit the types of insurance required herein. The insurance coverage listed in the following is in accordance with the State of Connecticut Insurance and Risk Management Board requirements.

(a) Commercial General Liability

1.	Each Occurrence	\$1,000,000
2.	Products/Completed Operations	\$1,000,000
3.	Personal and Advertising Injury	\$1,000,000
4.	General Aggregate	\$2,000,000
5.	Fire Legal Liability	\$100,000

The insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

- (b) Business Automobile Liability: Minimum Limits for Owned, Scheduled, Non Owned, or Hired Automobiles with a combined single limit of not less than \$1,000,000 per occurrence.
- (c) Workers' Compensation and Employer's Liability: As required under state law.

(d) Such other insurance in such amounts which from time to time may reasonably be required by the mutual consent of the UConn against other insurable hazards relating to performance.

All policies of insurance provided for in this Section shall be issued by insurance companies with general policyholder's rating of not less than A- and a financial rating of not less than Class VIII as rated in the most current available A.M. Best Insurance Reports and be licensed to do business in the State of Connecticut.

25. ASSURANCES AND CERTIFICATIONS

- (a) Acceptance of this Agreement constitutes certification that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency, in accordance with OMB guidelines.
- (b) Acceptance of this Agreement constitutes certification that the Subrecipient is not delinquent on any Federal debt in accordance with OMB Circular A-129.
- (c) Acceptance of this Agreement constitutes certification that no federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement, and that if any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit standard Form-LLL "Disclosure of Lobbying Activities."
- (d) Subrecipient agrees to notify UConn immediately if there is any change of status in (a), (b), or (c) above.
- (e) Acceptance of this Agreement constitutes certification that the Subrecipient has implemented a written and enforced Financial Disclosure/Conflict of Interest policy consistent with applicable Federal regulations.
- (f) To the extent provided by law and any applicable regulations, this Agreement and any program assisted thereby are subject to the policies against discrimination:
 - On the basis of race, color, or national origin as set forth in Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. § 2000-d); and
 - On the basis of sex, as set forth in Title IX of the Education Amendments of 1972 as amended (20 U.S.C. § 1681); and
 - On the basis of handicap, as set forth in Section 504 of the Rehabilitation Act of 1976 as amended (29 U.S.C. § 794) and the Americans with Disabilities Act (ADA); and
 - On the basis of age, as set forth in the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); and the implementing regulations issued pursuant to the Sponsor and any assurance of compliance with the Subrecipient has filed in accordance with any applicable agency regulations.
- (g) The Subrecipient agrees to comply with Executive Order No. 11246, "Equal Employment

Opportunity," as amended, and as supplemented by Department of Labor regulations at 41 C.F.R. § 60.

- (h) Any activity under this Agreement which involves the use of human subjects shall be governed by applicable policies and Federal regulations. The Subrecipient agrees that any human subject research protocol conducted under this Agreement shall be reviewed and approved by a designated Institutional Review Board and certifies that this IRB is in full compliance with all relevant Federal Regulations, including the Human Subjects Education requirement, and shall supply UConn with certification of such training.
- (i) If the amount of this Agreement exceeds \$100,000, the Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1976 (42 U.S.C. § 2857 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), each as amended.
- (j) In addition to the above representations, certifications, by signing below, Subrecipient certifies that it will comply with all other applicable assurances, including Drug-Free Workplace and Research Misconduct.

Please indicate acceptance of the provisions of this Agreement by having a duly authorized official of Subrecipient Name sign all copies of this document in the space below, retain one copy for your files, and return the remainder to the UConn Administrative Representative.

SUBRECIPIENT NAME	THE UNIVERSITY OF CONNECTICUT
BY: Gary Yee	BY:
NAME: 850.4	NAME: Mark Reeves
TITLE: President, Board of Education	TITLE: Director, Sponsored Program Contract Services
DATE: 4/14/2022	DATE:

cc: UConn PI Name cc
Dept Admin Name cc

UConn Account No. UConn Acct #

APPENDIX A

Statement of Work

Agreement No. UConn PO#

APPENDIX B

Approved Budget

Agreement No. UConn PO#