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Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer

Meeting Date September 22, 2021

Subject Contract to Provide and/or Arrange for Approved Medical Personnel – Bruce Valentine – Oakland Athletic League – Community Schools and Student Services Department

Ask of the Board ☐ Approve Services Agreement
☒ Ratify Services Agreement

Services Vendor will coordinate the scheduling and provision of Approved Medical Personnel for Oakland Athletic League (OAL) at high school sports events for the period July 1, 2021 through June 30, 2022. Approved Medical Personnel consists of certified athletic trainers, whom vendor will supply to OAL at a rate of \$60.00 per hour for up to 340 hours.

Term Start Date: 7/1/2021 End Date: 6/30/2022

Not-To-Exceed Amount \$20,400.00

Competitively Bid No

If the Service Agreement was not competitively bid and the not-to-exceed amount is more than \$96,700, list the exception(s) that applies (requires Legal review/approval and may require a resolution): Below threshold

In-Kind Contributions None

Funding Source(s) General Purpose/Unrestricted Funding (Resource 0000) in the amount of \$20,400.00

Background In the interest of student health and safety, the District should provide

Approved Medical Personnel at high school sports events who can provide first aid evaluation and services within the usual and customary scope of Certified Athletic Trainers to athletes participating in these events.

Vendor is a Certified Athletic Trainer with extensive experience working with youth sports and is associated with USCF Benioff Children's Hospital's Sports Medicine Center for Youth Athletes.

Attachment(s)

- Contract to Provide and/or Arrange for Approved Medical Personnel
- Vendor Insurance
- Vendor Resume

**CONTRACT TO PROVIDE AND/OR
ARRANGE FOR APPROVED MEDICAL PERSONNEL
BETWEEN OAKLAND UNIFIED SCHOOL DISTRICT and
BRUCE VALENTINE, ATC**

1. PARTIES

The parties to this agreement are the Oakland Unified School District ("OUSD"), on behalf of the Oakland Athletic League ("OAL"), and Bruce Valentine, ATC at 19649 Salem Rd, Castro Valley, CA 94546

2. TERM OF CONTRACT

The term of this agreement is July 1, 2021 through June 30, 2022, after which this agreement terminates. This agreement may be renewed or extended only pursuant to a subsequent agreement in writing signed by both parties.

3. Early Termination.

Either party may terminate this Agreement upon thirty (30) days written notice to the other party either with or without cause.

4. SERVICE AGREEMENT

- A. For purposes of this agreement "Approved Medical Personnel" consist of Certified Athletic Trainers. Approved Medical Personnel may include independent contractors that agree to cover the Events.
- B. Bruce Valentine agrees to coordinate the scheduling and provision of Approved Medical Personnel for OAL at high school sports events designated in advance by OAL at sites located within the OAL geographic region ("Events").
- C. Bruce Valentine will be designated the contact person ("Coordinator") with whom OAL will coordinate such coverage. This contact person is responsible for arranging for Approved Medical Personnel to cover the Events. Coordinator will timely notify OAL of the Approved Medical Personnel who will cover each Event.

5. SCHEDULING, ASSIGNING, DUTIES AND COMPENSATION FOR APPROVED MEDICAL PERSONNEL

- A. After receiving a schedule of Events from the OAL office, Bruce Valentine will arrange for Approved Medical Personnel to cover each Event.
- B. To the extent reasonably possible, Events (cross country, track and field, wrestling, baseball, softball, basketball, soccer and football) will be covered by Approved Medical Personnel.

- C. The duties of Approved Medical Personnel at an Event consist of being available to provide first aid evaluation and services within the usual and customary scope of practice of Certified Athletic Trainers (Athletic Training Services) to athletes participating in the Event.
- D. Bruce Valentine will provide 340 hours of Athletic Training Services, at a rate of \$60.00 per hour, for a total amount not to exceed \$20,400.00. Bruce Valentine will invoice the District for services performed on a monthly basis. The District will provide payment within sixty (60) days after Bruce Valentine submits an invoice to OUSD. Should OUSD and Bruce Valentine wish for Bruce Valentine to provide services in excess of 340 hours, this contract may be amended in writing signed by both parties. Approved Medical Personnel are not entitled to compensation from OAL for providing services under this agreement.

6. LIABILITY, INDEMNIFICATION, AND INSURANCE

- A. Bruce Valentine shall provide evidence of personal liability insurance that names Oakland Unified School District ("OUSD") as an additional insured, for Approved Medical Personnel at OAL with at least \$1M in coverage, and furnish certificate of said insurance to OUSD.
- B. OAL shall provide evidence of insurance in the form of a Certificate of Insurance with the following minimum limits for professional liability (malpractice) and general liability: \$1,000,000 per occurrence/\$3,000,000 in the aggregate.
- C. Each party shall defend, indemnify, and hold the other party, its officers, employees, agents, affiliates, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages 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, directors, employees, affiliates or agents.

7. SPORTS NOT COVERED

The sports of golf, swimming, bowling, tennis and badminton are excluded from the purview of this agreement, and Bruce Valentine has no obligation to provide Approved Medical Personnel for any events in these sports.

8. EXECUTION

This Agreement may be executed in counterparts and all such counterparts shall together constitute an agreement which shall be binding upon all parties hereto, notwithstanding that the signatures of all parties' designated representatives do not appear on the same page. The submission of a signature page by facsimile transmission shall be considered an "original" signature page for purposes of this agreement.

9. GOVERNING LAW

This Contract shall be governed by the law of the State of California. Venue for any claim or action arising out of this contract shall be in Alameda County, CA.

10. NOTICES

Any notice, request, information or other document required to be provided hereunder shall be in writing and delivered personally or sent by registered mail, postage prepaid, as follows:

To Bruce Valentine:
19649 Salem Rd.
Castro Valley, CA
94546

To OAL:
Francisco Navarro
CIF Oakland Section/Oakland Athletic League Commissioner
1000 Broadway Suite 150
Oakland, CA 94607

11. COVID-19

Bruce Valentine shall perform all services in accordance with any COVID-19-related federal, state, and/or local orders, and shall immediately follow all OUSD directives regarding health and safety protocols (including but not limited to face coverings, social distancing, completion of health screeners, notice of COVID-19 positive status, participation in contact tracing efforts, etc.).

BY: Bruce Valentine Date: 7.23.2021

Bruce Valentine, ATC

OAKLAND UNIFIED SCHOOL DISTRICT

BY: Andrea Bustamante Date: July 24, 2021

Andrea Bustamante
Executive Director Community Schools Student Services

Approved as to form by OUSD Staff Attorney Joanna Powell on 7/23/2021.

Joanna J. Powell



1100 Virginia Drive, Suite 250
Fort Washington, PA 19034-3278
Phone: 1-800-982-9491 Fax: 1-800-758-3635
Website: www.hpso.com

08/03/21

Bruce Valentine
19649 Salem Rd
Castro Valley, CA 94546-3548

Dear Bruce Valentine:

Enclosed is the replacement certificate of insurance that you requested.

If you have any questions or need assistance, please call us toll free at 1-800-982-9491. Our Customer Service Representatives are available weekdays from 8:00 a.m. to 6:00 p.m., EST.

Sincerely,

Customer Service

Enclosure

Dedicated To Serving The Insurance Needs of Healthcare Providers

Healthcare Providers Service Organization is a registered trade name of Affinity Insurance Services, Inc.; (AR 244489); in CA & MN, AIS Affinity Insurance Agency, Inc. (CA 0795465); in OK, AIS Affinity Insurance Services Inc.; in CA, Aon Affinity Insurance Services, Inc., (0G94493), Aon Direct Insurance Administrators and Berkely Insurance Agency and in NY, AIS Affinity Insurance Agency.

Q032



HEALTHCARE PROVIDERS SERVICE
ORGANIZATION PURCHASING GROUP



Certificate of Insurance
OCCURRENCE PROFESSIONAL LIABILITY POLICY FORM

Print Date: 8/03/2021

The application for the Policy and any and all supplementary information, materials, and statements submitted therewith shall be maintained on file by us or our Program Administrator and will be deemed attached to and incorporated into the Policy as if physically attached.

PRODUCER	BRANCH	PREFIX	POLICY NUMBER	POLICY PERIOD
018098	970	HPG	0716443215	From: 08/03/21 at 01:51 PM ET to 08/03/22 at 12:01 AM Std Time
Named Insured and Address:				Program Administered by:
Bruce Valentine 19649 Salem Rd Castro Valley, CA 94546-3548				Healthcare Providers Service Organization 1100 Virginia Drive, Suite 250 Fort Washington, PA 19034 1-800-982-9491 www.hpsso.com
Medical Specialty:			Code:	Insurance Provided by:
Athletic Trainer			00000	American Casualty Company of Reading, Pennsylvania 151 N. Franklin Street Chicago, IL 60606
Excludes Cosmetic Procedures				

Professional Liability \$ 1,000,000 each claim \$ 3,000,000 aggregate

Your professional liability limits shown above include the following:

- * Good Samaritan Liability
- * Sexual Misconduct Included in the PL limit shown above subject to \$ 25,000 aggregate sublimit
- * Malplacement Liability
- * Personal Injury Liability

Coverage Extensions

License Protection	\$ 25,000	per proceeding	\$ 25,000	aggregate
Defendant Expense Benefit	\$ 1,000	per day limit	\$ 25,000	aggregate
Deposition Representation	\$ 10,000	per deposition	\$ 10,000	aggregate
Assault	\$ 25,000	per incident	\$ 25,000	aggregate
Includes Workplace Violence Counseling				
Medical Payments	\$ 25,000	per person	\$ 100,000	aggregate
First Aid	\$ 10,000	per incident	\$ 10,000	aggregate
Damage to Property of Others	\$ 10,000	per incident	\$ 10,000	aggregate
Information Privacy (HIPAA) Fines and Penalties	\$ 25,000	per incident	\$ 25,000	aggregate
Media Expense	\$ 25,000	per incident	\$ 25,000	aggregate

Workplace Liability

Workplace Liability	Included in Professional Liability Limit shown above
Fire & Water Legal Liability	Included in the PL limit shown above subject to \$150,000 aggregate sublimit
Personal Liability	Excluded

Total \$ 374.00

Base Premium \$374.00

Premium reflects Self Employed , Full Time

Policy Forms and Endorsements (Please see attached list of policy forms and endorsements)

Chairman of the Board

Secretary

Keep this Certificate of Insurance in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. To activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.

Coverage Change Date:

Endorsement Date:

Master Policy: 188711433

CNA93692 (11-2018)

POLICY FORMS & ENDORSEMENTS

The following are the policy forms and endorsements that apply to your current professional liability policy.

COMMON POLICY FORMS & ENDORSEMENTS

FORM #	FORM NAME
G-121500-D (04-08)	Common Policy Conditions
G-121503-C (07-01)	Workplace Liability Form
G-121501-C1 (07-01)	Occurrence Policy Form - California
CNA96097 (06-19)	Amended Definition of Policy Period Endorsement
CNA94164 (11-18)	Amendment Definition of Claim Endorsement
G-145184-A (06-03)	Policyholder Notice - OFAC Compliance Notice
G-147292-A (03-04)	Policyholder Notice - Silica, Mold & Asbestos Disclosure
GSL15563 (02-10)	Information Privacy Coverage Endorsement HIPAA Fines, Penalties & Notification Costs
GSL15564 (10-09)	Sexual Misconduct Sublimits of Liability Professional Liability & Sexual Misconduct Exclusion
GSL15565 (03-10)	Healthcare Providers Professional Liability Assault Coverage
GSL17101 (02-10)	Exclusion of Specified Activities Reuse of Parenteral Devices and Supplies
GSL13424 (05-09)	Services to Animals
CNA80051 (09-14)	Amended Definition of Personal Injury Endorsement
CNA80052 (10-14)	Distribution or Recording of Material or Information in Violation of Law Exclusion Endorsement
G-123846-D04 (07-01)	California Cancellation and Non-Renewal
CNA81753 (03-15)	Coverage & Cap on Losses from Certified Acts Terrorism
CNA81758 (01-21)	Notice - Offer of Terrorism Coverage & Disclosure of Premium
CNA82011 (04-15)	Related Claims Endorsement
CNA89027 (10-17)	Entity Exclusion Endorsement
CNA79575 (07-14)	Exclusion of Cosmetic Procedures
CNA89026 (05-17)	Media Expense Coverage
GSL-6720 (10-06)	Fitness Liability Endorsement
GSL-6721 (12-06)	Exclusion of Personal Liability

PLEASE REFER TO YOUR CERTIFICATE OF INSURANCE FOR THE POLICY FORMS & ENDORSEMENTS SPECIFIC TO YOUR STATE AND YOUR POLICY PERIOD.

For NJ residents: The PLIGA surcharge shown on the Certificate of Insurance is the NJ Property & Liability Insurance Guaranty Association.

For KY residents: The Surcharge shown on the Certificate of Insurance is the KY Firefighters and Law Enforcement Foundation Program Fund and the Local Tax is the KY Local Government Premium Tax. As required by 806 Ky. Admin Regs. 2:100, this Notice is to advise you that a surcharge has been applied to your insurance premium and is separately itemized on the Declarations page or billing instrument attached to your policy, as required KRS. §136.392.

For WV residents: The surcharge shown on the Certificate of Insurance is the WV Premium Surcharge.

For FL residents: The FIGA Assessment shown on the Certificate of Insurance is the FL Insurance Guaranty Association - 2012 Regular Assessment.

Form #:CNA93692 (11-2018)

Named Insured: Bruce Valentine

Master Policy #: 188711433

Policy #: 0716443215

**HEALTHCARE PROVIDERS
PROFESSIONAL LIABILITY COVERAGE PART ENDORSEMENT**

Additional Insured – Healthcare Professional or Entity

In consideration of the additional premium paid, and subject to the Professional Liability limit of liability shown on the **certificate of insurance**, it is agreed that the **PROFESSIONAL LIABILITY COVERAGE PART** is amended as follows:

The person or entity named below (the “additional insured”) is an insured under this Coverage Part but only as respects its liability for **your medical incidents** and solely to the extent that:

1. a **professional liability claim** is made against **you** and the additional insured; and
2. in any ensuing litigation arising out of such **claim, you** and the additional insured remain as co-defendants.

In no event is there any coverage provided under this policy for a **medical incident** that is the direct liability of the additional insured.

Additional Insured: Oakland Unifies School District

1000 Broadway Street

Suite 300

Oakland, CA 94607

This endorsement is a part of **your** policy and takes effect on the effective date of **your** policy, unless another effective date is shown below. All other provisions of the policy remain unchanged.

<i>Must Be Completed</i>		<i>Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy</i>	
ENDT. NO.	POLICY NO.	ISSUED TO	ENDORSEMENT EFFECTIVE DATE
1	716443215	Bruce Valentine	08/03/2021

Bruce Valentine, PTA, ATC

Program Manager for Athletic Training Services
UCSF Benioff Children's Hospitals Oakland
744 52nd Street
Oakland, CA 94609 – 1809
BrValentine@mail.CHO.org

Education

Bachelor of Arts: Kinesiology
1993
Cal State Hayward
Hayward, Ca

Assoc. of Science: PTA
2004
Arapahoe Community College
Littleton, Co

Work Experience

Program Manager for Athletic Training Services 2005-
2020
Children's Hospital Oakland, Sports Medicine Center for Young Athletes
Oakland, Ca

Management of Athletic Trainers, contract negotiation, treatment of athletic injuries, patient education, Athletic Training services including event coverage, game/practice preparation, coordination of event coverage, management of athlete development program, community education.

Program Manager for Athletic Training Services 1993-
2005
Sequoia Hospital Center for Sports Health
Redwood City, Ca.

Management of Athletic Trainers, contract negotiation, treatment of athletic injuries, patient education, Athletic Training services including event coverage, game/practice preparation, coordination of event coverage, management of athlete development program, community education.

Head Athletic Trainer
1999-2005
Notre Dame High School

Head Athletic Trainer
2004
Notre Dame de Nemur University

Head Athletic Trainer
1993-1999
Sequoia High School

Licenses/Certifications/Awards

National Athletic Trainers Assoc. 1993
Certified Athletic Trainer

Licensed Physical Therapist Asst.
2004
Physical Therapy Board of California #6819

Continuing Education

24th Annual ASMI Injuries in Baseball Course 1/20/06-
1/22/06

Second Annual Concussion Summit
4/18/08

PNF: Practical Applications to Orthopedic
10/10/09

and Neurological Dysfunction
PBATS/Baseball Team Medicine Conference
1/7-9/10

2010 NSCA Youth Training Symposium 9/24-
25/10

Children's Hospital and Research Center Oakland
10/1/11

3rd Annual Pediatric Sports Medicine Conference
2013 NATA Clinical Symposium
6/27/13

Athletic Body in Balance
11/3/13

T1 Diabetes in Sports
12/14/13

UCSF Sports Medicine Conference:
6/15/14

The Acutely Injured Athlete

UCSF Primary Care Sports Medicine Conference:
12/12-13/14

ABCs of Sports Medicine

UCSF Sports Medicine AT/PT Conference 2015	6/13/15
American Medical Association Annual conference; Presenter	8/3/15
UCSF Primary Care Sports Medicine Conference; Presenter	12/10/15
UCSF Pediatric Sports Medicine conference	
1/23/16	
UCSF Sports Medicine Conference for PT/ATC	6/18/16
UCSF Primary Care Sports Medicine Conference	
12/10/16	
Pediatric Research in Sports Medicine Annual conference	1/27/17

Presentations/Lectures/Community Events

Speaker: The First Response; You're on the Field	11/7-
9/08	
Speaker: Head and Neck Injuries	
The Pediatric Athlete: An Orthopedic Experience	
Conference for Pediatricians	
Pediatric Sports Medicine Monterey Conference	2009
Speaker: First Response; Traumatic Injuries in Youth Sports	1/7-9/10
National Medical Association Annual Conference:	
Pediatric Section	
Speaker: Pre-participation Physical Examination	10/1/11
Children's Hospital and Research Center Oakland	
3 rd Annual Pediatric Sports Medicine Conference	
National Medical Association Annual Conference	
8/1/2012	
New Orleans; Field Assessment of Traumatic	
Injury in Youth Sports	
CALSTAR Conference, Natividad Hospital:	
7/24/2015	
Pediatrics, Continuum of Care	
Sideline Care of the Adolescent Athlete –	
An Athletic Trainer's Perspective	