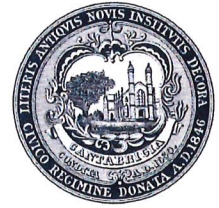


CAMBRIDGE PUBLIC SCHOOLS

21-127

135 BERKSHIRE STREET, CAMBRIDGE, MASSACHUSETTS 02141



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May 18, 2021

TO THE HONORABLE MEMBERS OF THE SCHOOL COMMITTEE:

Approval of the Interdepartmental Services Agreement between the Cambridge Public School Department and Cambridge Public Health Commission

- Recommendation: That the School Committee approve the Interdepartmental Services Agreement between the Cambridge Public School Department and Cambridge Public Health Commission as detailed in the attached document.
- Description: This agreement between the Cambridge Public Schools and the Cambridge Public Health Commission addresses the Cambridge Public Schools obtaining sports medicine services for its athletes at Cambridge Rindge and Latin School ("CRLS") and support for CRLS' athletic teams.
- Supporting Data: Interdepartmental Services Agreement between the Cambridge Public School Department and Cambridge Public Health Commission

Respectfully submitted,

A handwritten signature in black ink, appearing to be "KS", is written over the words "Respectfully submitted,".

Kenneth N. Salim, Ed.D.
Superintendent of Schools

Interdepartmental Services Agreement between the Cambridge Public School Department and Cambridge Public Health Commission

This Interdepartmental Services Agreement dated March 1st, 2021 (hereinafter "Agreement") is by and between the following departments of the City of Cambridge ("City"), the City of Cambridge School Department ("School Department") and the City of Cambridge Public Health Commission d/b/a Cambridge Health Alliance ("CHA").

Whereas, CHA, through its Department of Sports Medicine, offers a wide range of clinical services that support athletes and athletic teams;

Whereas, CPS desires to obtain sports medicine services for its athletes at Cambridge Rindge and Latin School ("CRLS") and support for CRLS' athletic teams;

Whereas, CHA desires to provide a community service in support of CPS and student athletes;

Now therefore, CHA and CPS agree as follows:

1. TERM. The initial term of this Agreement shall commence on March 1st, 2021 and, unless terminated earlier as provided herein or as otherwise agreed to in writing by the parties, shall continue until August 31, 2023. Any extensions or renewal beyond the initial term shall be only as agreed to in writing by the parties.

2. SERVICES.

(a) During the term of this Agreement, CHA shall perform professional services as described more fully in Exhibit A (the "Services"), in part to provide a community service to public schools and student athletes within the City of Cambridge.

(b) During the term of this Agreement, CPS shall (i) subject to approval by the Cambridge School Committee, designate CHA as its exclusive official Sports Medicine Provider and permit CHA to begin promoting itself as such; and (ii) CPS will post a written description of the sports medicine and concussion management relationship between CHA and the school district with a link to CHA's sports medicine webpage for more information on CPS' website. CPS and CHA acknowledge and agree that CPS has sole control over the form, nature and content of the written description that it will post on its website.

(c) During the term of this Agreement, CHA shall be able to indicate that it is the exclusive official Sports Medicine Provider for CPS.

(d) The parties acknowledge and agree that the designation of CHA as exclusive official sports medicine provider only refers to the provision of services provided by CHA in Exhibit A to this Agreement and that the designation, in no way, prevents student athletes from utilizing and/or choosing who shall be their health care provider, including without limitation, their health care provider for sports medicine. Additionally, the designation in no way limits the ability of CPS to secure health care services from other health care providers in order to ensure the health, safety or welfare of students or staff or in the event of an emergency.

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3. COMPENSATION FOR SERVICES. To the extent permitted, all billable health-related services will be billed by CHA to the athlete's health insurance or the athlete. CHA agrees that it shall not bill CPS for any health-related services provided under the terms of this Agreement.

4. INTELLECTUAL PROPERTY RIGHTS.

(a) CHA owns, maintains and reserves the exclusive rights to its names and any and all trade or service names or marks (collectively, "CHA Marks"); provided, however, that CPS, acting with CHA's written permission, may use the CHA Marks on a non-exclusive basis for promotional purposes. Upon termination of this Agreement of any reason, the foregoing license and all of CPS' rights hereunder with respect to the CHA Marks shall terminate and CPS shall immediately destroy or return all copies of the CHA Marks. CPS acknowledges and agrees that, except for the non-exclusive use rights specifically set forth herein, it shall not acquire any right, title or interest in or to the CHA Marks, which right, title and interest shall remain exclusively with CHA.

5. CONFIDENTIALITY OF PATIENT INFORMATION; RELEASES

(a) At all times during the term hereof, CHA shall comply with the Health Insurance Portability and Accountability Act of 1996, as amended from time to time ("HIPAA"), and the related regulations (as in effect any time during this Agreement, the "HIPAA Regulations"), with respect to the privacy and security of "protected health information" ("PHI") created, transmitted, maintained, received or otherwise accessed by CHA in connection with the Services performed hereunder. CHA also agreed that at all times during the term hereof, that it also shall comply with federal and state student record laws and regulations with respect to the privacy and security of student record information, including without limitation, any personally identifiable student data information, that is created, transmitted, maintained, received or otherwise accessed by CHA in connection with the services performed hereunder. CHA further agrees that only authorized employees of the CHA directly involved in the collection or statistical analysis of student data and/or the provision of services under this Agreement shall have access to the data files and that the CHA and its respective representatives shall protect the confidentiality of personally identifiable student information in such a way that parties other than officials of the Cambridge Public Schools and their authorized agents cannot personally identify such students. Notwithstanding the foregoing, it is expressly understood that the CHA may separately maintain medical records of individuals who are also students which may not be subject to the provisions of federal and state student record laws and regulations and the terms of this Agreement.

(b) CPS will obtain from each player a written release in a form reasonably satisfactory to CHA and executed by individual players that authorizes CHA to release PHI or other similar information to CPS.

6. QUALIFICATIONS OF PERSONNEL.

CHA covenants that its sports medicine personnel shall, at all times during the term of this Agreement, possess all necessary qualifications and certifications to perform the requested Services in accordance with generally accepted industry standards.

CHA shall require all staff who provide coverage at CPS' home game coverage to comply with the CPS policies and procedures while providing home game coverage. CHA also will ensure that staff providing services under this Agreement have undergone a check for Criminal Offender Record Information.

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7. INSURANCE.

CHA shall maintain the following insurance: (i) property insurance covering each such party's own property; (ii) general liability insurance, written on an occurrence or claims-made basis (with a tail, as appropriate and customary), against claims for bodily injuries, death or property damage, including contractual liability, personal injury liability, products/completed operations liability, in an amount not less than \$2,000,000.00 per occurrence or claim and \$4,000,000.00 in aggregate; and (iii) workers' compensation insurance in compliance with statutory requirements and employers' liability in an amount not less than \$500,000.00 per accident.

All policies written pursuant to this section shall be with insurers (i) licensed to do business in the Commonwealth of Massachusetts and (ii) carrying a Best rating of at least A. Maintenance of insurance by either party as described herein shall not be interpreted as relieving such party of any responsibilities or liabilities under this Agreement. A party may carry additional insurance it considers necessary or appropriate at its own expense.

The Cambridge Public Schools and the School are self-insured. All liability limits are governed by the provisions of M.G.L.c. 258.

8. DEFAULT AND REMEDY.

(a) If either party fails to perform or observe any of the material conditions or obligations to be performed or observed by it hereunder (the "Defaulting Party"), the other party (the "Non-defaulting Party") shall provide the Defaulting Party with a writing describing the material terms of the dispute. The parties shall use best efforts to resolve such disputes promptly, provided that if the dispute is not resolved within (15) business days, the dispute shall be elevated to more senior executives within each organization, which in the case of CPS shall be not less than the Chief Operating Officer and in the case of CHA shall be not less than the Senior Vice President. If the dispute remains unresolved within an additional fifteen (15) business days, the Non-defaulting Party, in addition to any other rights at law or equity it may have, shall have the right to immediately terminate this Agreement or suspend its performance hereunder.

(b) Either party shall have the right, with or without cause, to terminate this Agreement on ninety (90) days prior written notice.

(c) In the event that either party becomes insolvent, makes an assignment for the benefit of creditors or becomes the subject of bankruptcy or reorganization, the other party, in addition to any other rights at law or equity it may have, shall have the right to immediately terminate this Agreement or suspend its performance hereunder.

9. NON-SOLICITATION.

Neither party shall, without the prior written consent, directly solicit for employment, hire, make any agreement with, or permit the employment, of any person who is or has been an employee of the other party within the earlier of one (1) year after such employee terminates employment or within one (1) year after termination of this Agreement. Each party acknowledges that its breach of the obligations set forth in this section would irreparably harm the other party's business and leave such party without an adequate remedy at law, and that injunctive relief may be used to enforce the terms of this section. This provision shall survive termination of this Agreement.

10. INDEPENDENT CONSULTANTS.

The relationship of each party to the other hereunder shall be that of independent parties, and nothing herein shall be construed as making either party an employee, partner, agent, or joint venture of the other party.

11. COMPLIANCE WITH LAWS AND POLICIES.

In carrying out the obligations under this Agreement, both parties shall comply with all applicable laws, rules and regulations of all governmental authorities and accrediting agencies (including The Joint Commission) having jurisdiction over the parties and/or the subject matter of this Agreement.

12. NOTICES. All notices, demands, requests, or other notifications that may be or are required to be given hereunder shall be in writing and sent to the addresses set forth below, by hand delivery, certified mail-return receipt requested, confirmed facsimile, or via overnight courier, postage prepaid, to:

If to CPS: James P. Maloney
Chief Operating Officer
Cambridge Public Schools
159 Thorndike Street
Cambridge, MA 02141

with a copy to: Tom Arria
Athletic Director
Cambridge Rindge & Latin School
459 Broadway Street
Cambridge, MA 02138

If to CHA: Cambridge Health Alliance
1493 Cambridge Street
Cambridge, MA 02139
Attn: Nick Wilson
Sports Medicine and Ambulatory Rehab Manager

13. MISCELLANEOUS.

(a) The provisions of Sections 3-6 and 9-11 shall survive the termination or expiration of this Agreement.

(b) This Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective successors and assigns. Neither this agreement nor any right or interest hereunder may be assigned or transferred by a party hereto without the prior written consent of the other party, except that CHA may assign its rights and interest hereunder to a subsidiary of CHA.

(c) This Agreement constitutes the entire Agreement between the parties and supersedes all prior oral and written agreements with respect to the subject matter hereof. This Agreement and any term hereof may only be waived, amended, supplemented or otherwise modified in a writing signed by both parties. The failure to exercise or enforce any rights hereunder shall not be deemed a waiver of any such right nor be deemed a waiver thereof for any other time.

(d) If any provision of this Agreement is declared or found to be illegal, unenforceable or void, the remainder of the Agreement shall remain unaffected to the fullest extent permitted by law.


(e) This Agreement constitutes an agreement solely among the parties hereto, and, is not intended to and will not confer any rights, remedies, obligations or liabilities, legal or equitable on any person other than the parties hereto and their respective successors or assigns, or otherwise constitute any person a third party beneficiary under or by reason of this Agreement.

(f) This Agreement, its validity, construction and effect shall be governed by the laws of the Commonwealth of Massachusetts without giving effect to conflicts of laws principles.

(g) This Agreement may be signed in any number of counterparts, each of which shall be considered an original, but all of which together shall constitute one and the same Agreement. This Agreement may be executed in counterparts, and each counterpart, when executed, shall have the efficacy of a signed original. For the convenience of the Parties, facsimile and PDF signatures shall be accepted as originals.

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

CAMBRIDGE PUBLIC SCHOOLS

By: 
Kenneth Salim
Superintendent of Schools

CAMBRIDGE PUBLIC HEALTH
COMMISSION

By: _____
Assaad Sayah
CEO

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CITY OF CAMBRIDGE

FOR THE COMMITTEE

Louis A. DePasquale
City Manager

Dosha E. Beard
Executive Secretary to the School
Committee

Approved as to form:

Voted by the School Committee

Date _____ Order Number _____

Nancy E. Glowa, Esq.
City Solicitor

EXHIBIT A

SERVICES

A. SERVICES

1. CHA will provide sports medicine rehabilitation services by one of CHA's team of physical and occupational therapists at CHA's rehab facility at Assembly Square, Somerville MA; or CHA Everett Hospital, Everett, MA; or Malden Care Center, Malden, MA.
2. CHA will provide remote coverage for home football games by a member of CHA's medical team according to the established Cambridge Rindge and Latin School ("CRLS"), home football game scheduled for the 2021-2022 and 2022-2023 school years.
3. CHA will provide priority access to CHA board-certified sports medicine physicians by way of CHA's designated Sports Medicine appointment line (617-665-2007).