

AGREEMENT FOR ATHLETIC TRAINER SERVICES

This Agreement is made and entered into this 22nd day of July, 2014, to be effective starting the **1st day of July, 2014**, by and between THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA (the “School Board”), and AGILITY PHYSICAL THERAPY & SPORTS PERFORMANCE, LLC, a Florida corporation (“Agility PT”).

WHEREAS, Agility PT is qualified to provide certified athletic trainers and related services to students participating in interscholastic sports; and

WHEREAS, the School Board wishes to provide appropriate athletic trainer services for the safety and welfare of students participating in interscholastic sports and athletic activities at the following high schools in the district: BOOKER HIGH SCHOOL, NORTH PORT HIGH SCHOOL, RIVERVIEW HIGH SCHOOL, SARASOTA HIGH SCHOOL, VENICE HIGH SCHOOL (“Schools”).

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Agility PT, agrees to provide a Certified Athletic Trainer for each of the district’s comprehensive high schools and related training services (the “Services”) as outlined herein:
 - A. Services shall include:
 1. Daily training room coverage during the weekdays and selected Saturdays throughout the school year scheduled in order to meet the needs of a majority of the student athletes.
 2. Fall Athletic Season
 - a. Varsity football two-a-day practices shall be fully covered morning through evening, including spring training
 - b. Daily training room coverage
 - c. Practice and game coverage for varsity football, home and away.
 - d. Junior Varsity and Freshman football practices
 - e. Coverage for all other home contests including:
 1. Cross Country
 2. Volleyball
 3. Cheerleading
 4. Junior Varsity football
 5. Freshman football
 6. Swimming
 7. Golf (available for injuries only)
 3. Winter Athletic Season
 - a. Daily training room coverage
 - b. All home contests including:
 1. Basketball
 2. Wrestling
 3. Soccer
 4. Cheerleading

4. Spring Athletic Season
 - a. Daily training room coverage
 - b. All home contests including:
 1. Basketball
 2. Wrestling
 3. Soccer
 4. Cheerleading
 5. Tennis
 6. Baseball
 7. Softball
 8. Track
5. Summer Off-Season Training
 - a. Daily training room coverage
 - b. Coverage of summer strength and conditioning programs
6. Miscellaneous
 - a. For athletic teams endorsed by Sarasota County School District, but not specifically listed above the school will have access to a Certified Athletic Trainer by cell phone or within the limitations of the established athletic trainer facilities during the event/contest. Consultation with the head coaches of these sports will be on an as needed basis.
 - b. Conflicts that develop due to multiple events will be mutually prioritized by Agility PT's Program Director and the onsite Certified Athletic Trainer.
 - c. Makeup, rain out, and other miscellaneous scrimmages or tournaments, which are not listed on the original schedules, will be accommodated on an individual basis. Every attempt will be made to schedule the Services.
- B. Saturday and holiday coverage is included within the Services listed above provided that the on-site Certified Athletic Trainer and Agility PT Program Director are each given a minimum of two weeks advance notice of practice and event schedules. This notice is required so that appropriate staffing can be arranged for clinical and high school coverage. If extenuating circumstances exist, or the two-week notice is not possible, every effort will be made to provide the Services for an event. However, in such cases, if staffing cannot be arranged, Agility PT will not be held responsible for not providing the service.
- C. Agility PT's Program Director, in conjunction with Agility PT's Services Medical Director, will provide direction for the School Board's athletic training staff as required.
- D. The Schools will each have a team physician that is approved by Agility PT's Program Director, the on-site Certified Athletic Trainer, and the School's Athletic Director. The team physician or a designated representative will be required to attend all home varsity football contests as well as be available by appointment for injury clinics. The arrangement of these clinics will be left to the discretion of the on-site Certified Athletic Trainer and the on-site team physician.

- E. Every effort will be made to establish a working relationship with all local physicians so as to preserve the continuity of care of each athlete.
- F. College/University student athletic trainers will be invited to assist Agility PT's Certified Athletic Trainers, if the opportunity should arise, in order to gain experience and fulfill educational requirements. The Certified Athletic Trainer and the School's Athletic Trainer will explore opportunities to develop a high school student athletic training program at the school.
- G. Annual pre-participation physicals will be scheduled in cooperation with the School's Athletic Trainer.
- H. Documentation of medical-related information will only be released as provided by law.
- I. Agility PT assumes sole responsibility for the actions taken and care given by Agility PT Certified Athletic Trainer and their assistants in providing the Services hereunder.
- J. Agility PT is solely responsible for compensating its Certified Athletic Trainers' hereunder.
- K. Agility PT shall allow each student athlete up to two free visits to Agility PT's Physical Therapy facilities as needed for rehabilitation of minor injuries. Minor injury may be identified as damage to the body that restricts activity for a minimal period of time, usually lasting less than one week.
- L. Agility PT shall assure that each of its employees assigned hereunder has been fingerprinted by an authorized law enforcement agency and processed by the State Department of Law Enforcement and the Federal Bureau of Investigation for criminal background checks. The result of all such background checks and fingerprinting will be reported in writing to the School Board's Superintendent. The School Board has the right to refuse entry onto its school grounds to any individual whose background check does not meet the requirements established by the School Board. Agility PT agrees to indemnify and hold harmless the School Board for any claims made against the School Board related to the failure to comply with section 1012.46 and 1012.465, F.S.
- M. Agility PT will offer the current School Board Certified Athletic Trainers job opportunities with Agility PT.
- N. Agility PT will provide appropriate equipment for the programs operation in training rooms and on the field.

2. Additional Services

- A. The on-site Certified Athletic Trainer, in consultation with the Athletic Director and Agility PT's Program Director, will have the responsibility of requesting additional Certified Trainer support, if necessary, at the school.
- B. The time allocation of the additional Certified Athletic Trainer shall be monitored mutually by the School's Athletic Director and Agility PT's Program Director.
- C. The School's Athletic Department will be billed at a rate of \$25.00 an hour for each additional Certified Athletic Trainer used. The billing will be on a monthly basis for these additional services.

- D. Scheduled tournaments: A tournament that is scheduled as part of a regular season event for a particular sport will be covered as an additional service under paragraphs A-C above.
 - E. State sponsored post-season tournaments – if a post-season tournament event is hosted at a school, additional services for these events will be provided under paragraphs A-C above whether or not a school district student is participating in the event.
 - F. In the event that a Certified Athletic Trainer becomes ill or calls off due to an unforeseen event, every effort will be made to replace the Certified Athletic Trainer with another. If additional coverage is not available, Agility PT's Program Director will promptly contact the School's Athletic Director to discuss alternative arrangements.
3. SCHOOL BOARD agrees:
- A. To provide access to adequate space for the Certified Athletic Trainers to use specifically for the Services to assist in positive injury prevention, treatment and rehabilitative atmosphere that is accessible to all athletes, male and female.
 - B. To provide appropriate janitorial and maintenance service in the athletic training facilities used by the Certified Athletic Trainers.
 - C. To acknowledge that the Certified Athletic Trainers, through an established policy and procedure system, will have the right and responsibility to designate which of the Services can be adequately performed in the training room and which cannot.
 - D. To list credentials and Agility PT's Services after Agility PT Certified Athletic Trainers' names when used in writing. Additionally, to recognize and list Agility PT's Services as a provider to the School Board in its athletic programs.
 - E. To notify Agility PT's Program Director if questions or concerns arise regarding any aspect of the Services.
 - F. To provide the Certified Athletic Trainers with the necessary supplies and information needed to run a competent athletic training program.
 - G. To provide all expendable medical supplies, tape, etc. and the storage of said supplies. If requested by the School Board, Agility PT's Certified Athletic Trainers will assist in ordering the supplies in order to stay within budget.
 - H. To provide the Certified Athletic Trainers with medical information necessary to run a successful athletic training program, including access to all physical exam forms as well as providing a secure filing location for medically related documents. The release of any medical information to the Certified Athletic Trainers shall be in compliance with State law.
 - I. To encourage appropriate student assistance in the training room whenever possible.
 - J. To provide the Certified Athletic Trainers with the schedules and rosters for each team in a timely manner.
 - K. To provide the Certified Athletic Trainers with any schedule changes in a timely manner.
 - L. To provide qualified coaching staff.

- M. To provide a safe environment for practice and competition, including monitoring of athletic equipment.
 - N. To reimburse the reasonable travel expenses of the Certified Athletic Trainer for away and post-season games and events pursuant to guidelines established by the School Board for School Board employees' travel.
 - O. To pay Agility PT the total sum of **\$312,900.00, payable as follows: 12 monthly payments starting July 1st, 2014, of \$26,075.00.**
 - P. That it has all requisite authority to enter into this Agreement.
4. The Certified Athletic Trainers, under the direction of Agility PT shall:
- A. Maintain current certification in First Aid and CPR.
 - B. Plan and coordinate emergency care plans for injuries to student athletes.
 - C. Organize the physical exam process.
 - D. Provide appropriate training and workshops for the School's athletic personnel, parents and student athletes.
 - E. Assist with programs designed to prevent athletic injuries.
 - F. Assist in the responsibilities for the recognition and evaluation of athletic injuries.
 - G. Assist in the responsibilities for the management, treatment and disposition of athletic injuries as they have been medically diagnosed.
 - H. Assist in the responsibilities for the rehabilitation of athletic injuries.
5. The School Board administrative staff will review the effectiveness of the Services provided by Agility PT and confer with Agility PT's staff at least annually. Agility PT will provide quarterly reports to the School Board in a mutually defined format.
6. This Agreement excludes Certified Athletic Trainer services for any non-school sponsored club, tournament or other events.
7. Agility PT shall be liable for, and shall indemnify, defend, and hold the School Board harmless for all claims, suits, judgments or damages, including court costs, expenses, and attorney's fees arising out of or in the course of its provision of the Services called for in this Agreement, and shall execute and maintain in force general and professional liability insurance in the amount of \$1,000,000. The School Board shall be named as an additional insured under this policy of insurance. As evidence of such insurance coverage, Agility PT shall furnish the School Board with a Certificate of Insurance prior to commencing the services provided under this Agreement. This provision shall survive termination of this agreement and shall be binding on the parties, successors, representatives and assigns, and cannot be waived or varied. Nothing herein shall be construed as a waiver of the School Board's sovereign immunity beyond the statutory waiver as the same be amended from time to time.
8. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Florida. Sole and exclusive jurisdiction for any legal action brought pursuant to this Agreement shall be in the County or Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida. The prevailing party in any such action shall be awarded costs and expenses, including reasonable attorney fees, from the unsuccessful party.

9. The term of this Agreement shall be for **(1) year** commencing on the **1st day of July, 2014**, and ending on **June 30th, 2015**. Notwithstanding this term, either party may cancel this Agreement without cause or penalty upon ninety days (90) written notice to the other party.
10. Any and all notices required or desired to be given pursuant to the terms of this Contract shall be in writing and delivered as follows:

Agility PT: Agility Physical Therapy & Sports Performance
Attention: Keven Eichorn
Director of Athletic Training Services
834 Pine Brook Road
Venice, FL 34285
(941)484-8107
Fax (941)484-5186

School Board: Superintendent of Schools
School Board of Sarasota County, Florida
1960 Landings Boulevard
Sarasota, FL 34231

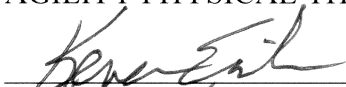
Or such other address as either party may direct in writing. Notice shall be deemed to have been given upon the hand delivery or proper mailing of such notice.

11. The School Board and Agility PT agree that they are each independent contractors, and neither the School Board nor any of its agents, representative, students, or employees shall be considered employees of Agility PT, nor shall Agility PT or any of its agents, representatives or employees be considered agents, representatives or employees of the School Board. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. The School Board and Agility PT shall each be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security, and other taxes or benefits. No Agility PT employee shall look to the School Board for any salary, insurance or other benefits.
12. Each party agrees to comply with all applicable laws in its performance of this Agreement. Neither Agility PT nor any of its employees providing the Services under this Agreement shall be required to take action inconsistent with any applicable Agility PT policy.
13. Agility PT shall comply with Florida's Public Records Law including:
 - a) keeping and maintaining public records that ordinarily and necessarily would be required by the School Board in order to perform the service;
 - b) providing the public with access to public records on the same terms and conditions that the School Board would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
 - c) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

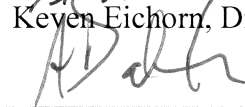
d) meeting all requirements for retaining public records and transfer, at no cost, to the School Board all public records in possession of Agility PT upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the School Board in a format that is compatible with the information technology systems of the School Board.

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

AGILITY PHYSICAL THERAPY & SPORTS PERFORMANCE, LLC



Keyen Eichorn, Director of Athletic Training Services



Alan Dalton, Administrator Agility PT

THE SCHOOL BOARD OF
SARASOTA COUNTY, FLORIDA



Jane Goodwin, Chair

Approved for Legal Content
June 24, 2014, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: ASH