

SPORTS MEDICINE SERVICE AGREEMENT

THIS SPORTS MEDICINE SERVICE AGREEMENT (the "Agreement"), effective the First day of July, 2016, is between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, hereinafter referred to as "School Board" and ALL FLORIDA ORTHOPAEDICS, hereinafter referred to as "Provider". School Board and Provider are sometimes referred to hereinafter individually as a "Party" or collectively as the "Parties".

WHEREAS, School Board, through its employees and agents, provides athletic activities for its student athletes; and

WHEREAS, Provider is agreeable to assisting School Board in overseeing the student athletes' safety and physical condition while participating in School Board athletic practices and events for:

Dixie Hollins High School

Northeast High School

St. Petersburg High School

hereinafter referred to individually as a "School" or collectively as the "Schools".

In consideration of the benefits to come to each Party, the Parties agree as follows:

I. DUTIES OF PROVIDER

A. Provider will provide an on-site athletic trainer at each of the above listed Schools for twenty (20) hours per week throughout the **Forty Five (45) week school year**. School Board agrees this time commitment may vary throughout the year, based on the schedule of athletic team practices and events.

B. If Provider is unable to provide its normal trainer at any School, it will give notice to the School Board staff and School, and will provide a substitute trainer without a substantial reduction in coverage. "Substantial" means more than a twenty-five percent (25%) reduction in coverage. Provider will make a good faith effort to restore full coverage within thirty (30) days from the time a substitute is first assigned. If the Provider cannot restore full coverage within thirty (30) days, then the Parties will re-negotiate the remaining compensation to be paid to Provider under the terms of this Agreement.

C. Every two (2) months, beginning September 1, the Provider will send to the School Board's Executive Director of Extracurricular Activities an account of hours spent with each sport, at each of the respective Schools. The account will also include a list of injuries treated by each trainer, by sport and by school.

D. The duties of the athletic trainers will be as follows:

1. Provide guidance to School District Staff, Schools, and their athletic departments, and their student athletes, as to the appropriate procedures for prevention, assessment and care of athletic injuries.
2. Assist in coordination of pre-season evaluations and physicals for all student athletes.
3. Assist School Board officials in completion of accident and injury reports on student athletes that may have occurred during the course of the athletic trainer's coverage of the event.
4. Attend athletic team practices and varsity sports events for sports that School Board has determined, through a written policy, have a high risk of injury in order to provide immediate response for injury treatment. Trainers will be assigned to cover each School at all varsity and junior varsity football games. Only School Board sponsored events at the High School level will be staffed by the trainers. These events may include, among others, the Florida High School Athletic Association (FHSA) play-off series and the Pinellas County Athletic Conference Championship (PCAC) series.
5. Trainers provided by Provider will be certified athletic trainers, through the National Athletic Trainers' Association (NATA), with current training and Florida licensure. Appropriately supervised certification-eligible trainers or athletic trainer students may assist these trainers.
6. If applicable assist with planning, coordination and supervision of the sports medicine program for all sports within the Schools' athletic program.

II. VOLUNTEER SERVICES PROVIDED BY PROVIDER

Provider will work with the Schools to solicit volunteer sideline physician coverage for home football games and pre-season athletic physicals. School Board recognizes physician participation is voluntary and, therefore, Provider does not guarantee physician coverage. In the event multiple physicians desire to provide coverage, Provider will notify Schools of the interested physicians and the Schools will have the final decision as to the team physician.

III. COMPENSATION

School Board will pay Provider the sum Sixty-six Thousand Dollars (\$66,000.00) for each year during the term of this Agreement. Payment of five thousand five hundred (\$5,500.00) shall be made on a monthly basis beginning July 1, 2016 and on the first day of each month thereafter. This Amount represents one thousand eight hundred thirty-three dollars and 33 cents

(\$1,833.33) per School per month. Provider will forward monthly invoices to School Board's accounting department located at 3014 Street S.W., P.O. Box 2942, Largo, FL 33779-2942, in care of Kevin Smith, Director. **Time in excess of the twenty (20) hours per week shall require signed approval of the individual school's athletic director, or designee. It is the responsibility of the individual school to pay the Provider at the hourly rate of Thirty Five Dollars (\$35.00) per hour for any excess hours.**

IV. TERM

This Agreement is for a period of three (3) years beginning the First day of July, 2016 and ending the First day of July, 2019. All terms and provisions of this Agreement shall remain in full force and effect for the term of this Agreement and for any extension unless otherwise specifically provided in writing.

V. TERMINATION

A. Either Party may terminate this Agreement without cause at any time during the term of this Agreement, upon thirty (30) days written notice. This Agreement may be terminated immediately in the event governmental regulations require a modification of any material terms of this Agreement.

B. The failure of either Party to comply with any provision of this Agreement shall place that Party in default. Prior to terminating this Agreement, the non-defaulting Party shall notify the defaulting Party in writing, making specific reference to the provision that gave rise to the default. The defaulting Party shall then be entitled to a period of ten (10) working days from the receipt of such notice in which to cure the default. If the default is not cured within the ten (10) day period, the non-defaulting Party shall serve a written notice of termination on the defaulting Party, which shall become effective ten (10) calendar days from that Party's receipt of such notice. The failure of either Party to exercise this right shall not be considered a waiver of such right in the event of any further default or non-compliance.

C. Each Party will remain responsible for any obligations or liabilities arising from activities carried on by such Party or its agents or employees during the period this Agreement is in effect. Each Party will retain the right to seek any redress available under law for any loss or injury caused by the other Party as a result of the other Party's breach of its obligations under this Agreement.

D. In case of termination, only the portion of the contract satisfactorily performed before the date of termination will be due and payable to the Provider.

VI. SERVICES PROVIDED BY SCHOOL BOARD

In consideration of Provider incurring expenses relating to this Agreement which are not covered by the payments referred to in Section III above, the School Board agrees to the following:

- A. Schools will allow Provider to park Provider's community health vehicles on athletic facility grounds during events to provide screenings and other health care services.
- B. Provider may request, and each School's Principal may agree, to place signage on Schools' athletic fields indicating Provider is providing the athletic trainer for the School. The content of the signage must be acceptable to both the Provider and the School's Principal. Signage will be provided and maintained by Provider. There will be no charge to the Provider for placing signage.
- C. Schools will include in athletic programs or other printed material available at athletic events information indicating Provider is providing the athletic trainer at Schools. The content of the material will be subject to the approval of Provider and School Principal. There will be no charge to the Provider for inclusion in this material.
- D. Any press releases or press material/interviews concerning the athletic training program will be coordinated between School Board's public relations staff and Provider's public relations staff.
- E. School Board agrees not to use the name, logo, or graphic representations of the Provider without Provider's written permission.
- F. School Board will pay for all training supplies and equipment required by the trainer to perform his/her duties at the Schools. These supplies and equipment will be subject to mutually agreed-upon expense budgets.
- G. Schools will provide the athletic trainer with access to all sports related areas as example, but not limited to locker rooms, training rooms, gyms, & fields via keys, pass codes, and or swipe cards.
- H. Schools will provide athletic trainer with access to faculty and/or guest Wi-Fi password(s) to allow for electronic documentation of student injuries and therefore; be in compliance with Section I Paragraph C of this contract.

VII. USE OF SCHOOL BOARD EMPLOYEES

The athletic trainer provided by Provider will be either an employee of Provider or under contract with Provider and paid for by Provider. All management staff for the School Board athletic training program will be provided by Provider and paid for by Provider. Any persons who are normally employed by the School Board, and who are also qualified as athletic trainers may, during the time they are not on duty for the School Board, participate in the athletic trainer program under a contract with the Provider. Any School Board employee who is in the athletic trainer program at a School will function solely under the direction of Provider during the time of his/her participation in the program, and during the time of such participation will not, for purposes of this Agreement, be an employee of the School Board.

VIII. USE OF SCHOOL BOARD EQUIPMENT

School Board will provide one Automatic External Defibrillator (AED) to each School athletics department, which may be taken offsite by the assigned athletic trainer or substitute, for use at School athletic team practices and events. Each trainer will return the AED to School as soon as possible after school athletic practices and events. School Board will provide all necessary AED equipment, including electrodes, batteries and rescue accessories. Provider agrees to immediately notify School Board of any AED damage or loss, and to reimburse School Board for any repair or replacement cost incurred due to AED damage or loss while in trainer's possession. This does not include accidental damage while attempting to use an AED, or repairs or replacement needed as a result of a malfunctioning AED.

IX. INDEMNIFICATION

Provider will indemnify and hold harmless School Board, its agents and employees for all suits, actions, claims, demands, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which School Board, its agents or employees may be subjected to by reason of injury to persons or death or property damage, which is the result of its athletic trainers' negligent performance in rendering the services performed under the terms of this Agreement. This Indemnification and hold harmless will not apply to physicians providing sideline coverage for games under Section II. Notwithstanding anything to the contrary in this Agreement, School Board acknowledges and agrees that Provider and its agents and employees are not providing medical advice to School Board, its employees, agents or any students to prevent or treat any condition. School Board's employees, agents and any students should consult an independent physician with specific questions about an individual's condition and/or treatment options, and should inform an independent physician if there are any changes to an individual's condition.

X. CONFIDENTIALITY

The Parties agree to maintain in strict confidentiality the contents of this Agreement and agree not to disclose said contents to any third party except pursuant to a valid court order or when disclosure of the contents of this Agreement is required by a governmental agency. Both Parties shall keep confidential all confidential information, and shall not use or disclose such confidential information either during or at any time after the term of this Agreement, without expressed written consent, unless required to do so by law, court order or subpoena in which case neither Party shall disclose such information until it has provided advance notice to the other Party so that the Party may timely act to protect such disclosure. For purposes of this provision, "Confidential information" means nonpublic information about the Party and its employees that is disclosed or becomes known as a consequence of or through its activities under this Agreement, including, but not limited to, matters of a business nature, such as worker and prospective worker names and information, bill rates, compensation and benefits packages and structure, hiring decision-making process, hiring needs and/or requests for placement, costs, profits, margins, markets, sales, business processes, information systems, and any other information of a similar nature.

XI. ASSIGNMENT

Neither Party may assign this Agreement nor the rights created or granted herein without the prior specific written consent of the other Party.

XII. WAIVER OF BREACH

Waiver of a breach of any provision of this Agreement will not be deemed a waiver of any other breach of the same or different provision.

XIII. SEVERABILITY

In the event that a provision of the Agreement is rendered invalid or unenforceable, or declared null and void by any court of competent jurisdiction, the remaining provisions of this Agreement will remain in full force and effect.

XIV. ENTIRE AGREEMENT

This Agreement and any documents incorporated by reference constitute the entire Agreement between the Parties. It supersedes any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement.

XV. MODIFICATIONS

This Agreement may be modified only in writing by written mutual agreement of the Parties and signed by their respective representatives.

XVI. COUNTERPARTS

This Agreement may be executed in any number of counterparts each of which shall be an original, but all of which together shall comprise one and the same instrument.

XVII. BACKGROUND SCREENING

Provider hereby acknowledges and agrees to abide by the Florida Jessica Lunsford Act (1012.465, F.S.), if applicable and as amended from time to time, including obtaining, at its own cost, Level 2 clearance of all employees, agents, and subcontractors who (1) have access to school grounds when students are present, (2) have direct contact with students, or (3) have access to or control of school funds. Further information can be obtained at www.pinellas.k12.fl.us by linking to "Jessica Lunsford Act".

XVIII. IMPOSSIBILITY OF PERFORMANCE Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing its obligations for reasons beyond its control,

including without limitations, acts of God or of the public enemy, flood or storm, strikes, or statute, rule or action of any Federal, State or local government or agency.

XIX. GOVERNING LAW

This Agreement has been entered into in the State of Florida and shall be construed and interpreted in accordance with the laws of the State of Florida. In the event of any dispute arising out or in any way related to this Agreement, the Parties agree the courts seated in Pinellas County, Florida shall have exclusive jurisdiction.

XX. NOTICES

Any notice required to be given pursuant to the terms of this Agreement shall be in writing, sent by certified mail, return receipt requested, postage prepaid or by hand delivery to the Parties at their following addresses:

If to School Board: The School Board of Pinellas County, Florida
 301 4th Street SW
 Largo, FL 33770
 Attention: Superintendent

If to Provider: Lynn O'Leary
 Executive Director
 All Florida Orthopaedics
 4600 4th St. N
 St. Petersburg, FL 33703

XXI. CONTACT PERSONNEL

The Parties designate the following persons to coordinate the implementation of this Agreement:

Provider:

All Florida Orthopaedics
Dr. George Canizares
Lynn O'Leary
4600 4th St. North
St. Petersburg, FL 33703

School Board:

Nickolas Grasso
Director of Extracurricular Activities
301 4th Street SW
Largo, FL 33770
(727) 588-6125

XXII. CONSENT TO CALL, FAX, E-MAIL

In order to ensure that School Board is in compliance with all FCC regulations, Provider hereby expressly grants permission to School Board to telephone and email Provider and its employees, and to send any and all future facsimile communications to all Provider fax numbers.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement, or have caused this Agreement to be duly executed, as of the date first written above.

By: *Bryan O'Leary*
Executive Director
"Provider"

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

By: _____
Its Chairman

Attest: _____
Its Superintendent
"School Board"

Approved as to form:

School Board Attorney's Office of School Board of Pinellas County, Florida

By: *Debra K...*