



Athletico Management, LLC.
Agreement to Provide Athletic Training Services

This Agreement to Provide Athletic Training Services (this "Agreement") is made and entered into as of April 13, 2016 between Athletico Management, LLC ("Athletico") and Oregon High School ("Client").

Preliminary Recitals

1. Athletico has established a program whereby a Certified Athletic Trainer, who is licensed under the Illinois athletic training practice act, shall provide athletic training services to Client.
2. Client is located at:
Oregon High School
Thomas Mahoney, Superintendent
206 South 10th Street
Oregon, Illinois 60161
P: 815-732-2186
E: tmahoney@ocusd.net
3. Client desires to engage Athletico as an independent contractor for the purpose of providing athletic training services to Client, all on the terms and subject to the conditions as set forth in this Agreement.

NOW, THEREFORE, the parties hereto hereby AGREE as follows:

1. **Preamble; Preliminary Recitals.** The preamble and preliminary recitals set forth above are hereby incorporated in and made a part of this Agreement.
2. **Engagement.** Client hereby engages Athletico, on an independent contractor basis, to provide athletic training services to Client on the terms and subject to the conditions set forth in this Agreement.
 - a. Services hereunder shall consist of the following: See Exhibit A.
 - b. The athletic training services hereunder shall in no way be considered a substitute for the services of a physician. The athletic training services contracted for hereunder shall not involve the practice of medicine as regulated by the Illinois Department of Financial and Professional Regulation. Services provided by Athletico hereunder are regulated by the Illinois Department of Financial and Professional Regulation under the Illinois athletic training practice act.
 - c. It is hereby agreed that Athletico shall perform its services solely under the direction and control of the Client and its athletic trainers, physicians and agents. In no event shall Athletico be liable to Client for any incidental or consequential damages claimed to have arisen under or relating to the Agreement.
3. **Compensation.** In compensation for Athletico's services under this Agreement, Client shall pay Athletico the sum of \$18,000 for the 2016-2017 school year for all services to be described in Section 2 hereof be provided from August 10th, 2016 through August 5th, 2017. The TOTAL amount shall be payable in installments as follows:

First Installment:	Due September 1, 2016	=	\$6,000.00
Second Installment:	Due December 1, 2016	=	\$6,000.00
Third Installment:	Due March 1, 2017	=	\$6,000.00

 - a. The agreement between Oregon High School and Athletico will be for the one (1) year period of time outlined above with the option to renew for two (2) additional one-year periods. Contract terms for subsequent year contracts shall be mutually agreed upon by Oregon High School and Athletico.
 - b. Summer camp hours will be billed at a rate of \$25 an hour for the Summers of 2016-2017.
 - c. In addition, non-contracted hours for additional certified athletic trainer assistance will be billed at \$25/hour. Such services shall not be performed without written consent of the Client.
 - d. If an additional Athletic Trainer is requested to fulfill obligations at affiliate while primary Athletic Trainer is traveling, hours of the additional Athletic Trainer will be billed at the negotiated "non-contracted" rate. Such services shall not be performed without written consent of the Client.
4. **Late Payments:** All payments not received within 30 days after receipt of invoice shall bear interest at the rate of 1% per month (or the highest rate permitted by applicable law, if less) until final payment is made. Client shall be responsible for all costs of collection incurred by Athletico, including, court costs and reasonable attorneys' fees.
5. **Term of Agreement.** The term of this Agreement (the "Term") shall be from August 10th, 2016 through August 5th, 2017.
 - a. Either party may terminate this Agreement (i) immediately if the other party shall apply for or consent to the appointment of a receiver, trust or liquidator of itself or of all or a substantial part of its assets, files a voluntary petition in bankruptcy, or admits in writing its inability to pay its debts as they become due, makes a general assignment for the benefit of creditors, files a petition or an answer seeking reorganization or arrangement with creditors or takes advantage of any insolvency law, or if an order, judgment or decree shall be entered by a court of competent jurisdiction, on the application of a creditor, adjudicating such party a bankrupt or insolvent or approving a petition seeking reorganization of such party or appointing a receiver, trustee or liquidator of such party or of all or a substantial part of its assets, and such order, judgment or decree shall continue unstayed and in effect for any period of sixty (60) consecutive days; or (ii) in the event of a material breach of this Agreement by the other party which is not timely cured within the period set forth in this clause, immediately after the expiration of the cure period. If applicable, a party shall have twenty (20) days from the date of notice of a breach detailing the nature of the breach in which to cure the breach unless the breach is not capable of being cured within the twenty (20) day period, in which case the breaching party shall have an additional reasonable period of time of not more than sixty (60) days in which to cure the breach as long as the breaching party timely commences and diligently pursues the cure.

- b. Before Client may enter into an agreement with a third party for physical therapy or athletic training services or for sponsorship in the designated category described in this Agreement, Client shall first offer the opportunity to Athletico on the same terms and conditions as offered by the third party. Athletico shall have 30 days during which to accept said offer. If Athletico does not accept said offer within 30 days, Client shall be free to accept the third party offer. If Client does not enter into an agreement with the third party on said terms and conditions and close the transaction within 90 days, Client's right to enter into the agreement shall expire and the procedure described in this Section shall again be applicable.
6. **Insurance.** Athletico and the Client shall, during the term of this Agreement, each procure and maintain the insurance coverage set forth in this section from financially responsible insurance companies duly authorized to provide such insurance in the State of such party's organization. All insurance shall be in full compliance with all applicable statutory requirements. Athletico shall procure and maintain Professional Liability coverage for athletic training services with limits of not less than Three Million Dollars (\$3,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the annual aggregate. Client shall add Athletico as an additional insured under its liability insurance policy and provide evidence thereof upon request.
7. **Indemnification.**
- a. **Athletico.** Athletico shall indemnify, defend, and hold harmless, Client, its directors, officers, and agents from and against any and all liability, suits, claims, losses, damages, costs and expenses whatsoever, including but not limited to reasonable attorney's fees and court costs, caused by or as a result of (i) any act or omission of Athletico, its athletic trainers, and any other of its agents or employees, in performing this Agreement or (ii) resulting from the failure of any equipment supplied by Athletico.
 - b. **Client.** Client shall indemnify, defend and hold harmless, Athletico, its members, officers, agents and employees, including Athletico's athletic trainer, from and against any and all liability, suits, losses, damages, costs and expenses whatsoever, including but not limited to reasonable attorney's fees and court costs, caused by or as a result of (i) any act or omission of Client or any of its agents, in performing this Agreement, or (ii) the failure of any equipment supplied by Client or any athlete.
 - c. **Participant Waiver of Liability.** Client is responsible for collection and maintenance of participant liability waivers which includes consent to have Athletico athletic trainers, physical therapists, massage therapists or other personnel to provide participant with medical assistance and/or treatment and agree to save and hold harmless and indemnify each and all Athletico personnel referenced above as released from all liability, loss, cost or other claim of damage whatsoever, including, injury, death or damage to property. If participant is under the age of 18, the waiver must also have the signature of a parent or legal guardian. Client shall provide Athletico with copies of such waivers or access to such waivers upon written notice.
 - d. **HIPAA Waivers.** If Client desires to receive any protected health information of a student athlete who is treated by an Athletico therapist, Client shall cause the athlete (or athlete's parent or guardian if the athlete is under the age of 18) to complete, execute and deliver to Athletico an Authorization for Release of Health Information.
 - e. **Management Plans.** Notwithstanding the foregoing, Athletico is not responsible for designing and implementing concussion management plans that are in compliance with applicable state and federal laws. It is up to Client and its affiliated educational institutions to ensure that the plans that are ultimately adopted comply with all applicable current and future laws.
8. **Notices.** Any and all notices, demands, requests, and any other communication required or permitted to be served on or given by either party to the other shall be in writing and delivered personally, by nationally-recognized overnight courier or by deposit in the United States Mail, first class postage prepaid, certified or registered mail, return receipt requested, addressed to the party to whom it is to be given at the address set forth below or at such other or additional address as the other party may designate by notice to the other:
- If to Client: Oregon High School, c/o Thomas Mahoney, Superintendent
206 South 10th Street, Oregon, Illinois 60161
- and
if to Athletico: Athletico Management, LLC. c/o Jen Gawley, Payten Gerjerts, Jason Bannack, General Counsel
625 Enterprise Drive, Oak Brook, IL 60523
- Each party will promptly notify the other party in writing within five (5) business days of any changes of its business address; any legal or governmental action initiated against it which could materially affect this Agreement; and any other known occurrence that could materially impair the party's ability to carry out its duties and obligations under this Agreement.

9. **Miscellaneous.**
- a. **Governing Law/Jurisdiction.** This Agreement is made in Oak Brook, Illinois, and shall be construed and enforced in accordance with the laws of the State of Illinois. The parties agree that in the event of any dispute arising from this Agreement that jurisdiction shall be solely fixed in DuPage County, Illinois.
 - b. **Compliance With Laws.** The parties further agree to comply with all applicable state and federal laws and regulations, including, without limitation those governing the release and handling of patient medical records and those relating to concussion management. Client is responsible for designing and implementing its concussion management plan in compliance with applicable state and federal laws.
 - c. **Severability.** If any provision of this Agreement is held to be invalid as applied to any fact or circumstance, it shall not effect the remaining provisions or the same provision as applied to any other fact or circumstance.
 - d. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement.
 - e. **Attorney's Fees.** In the event any action or proceeding is brought by either party against the other party under this Agreement, the prevailing party shall be entitled to recover from the losing party its reasonable costs and attorney's fees incurred in such action or proceeding, including any such fees and costs of appeal.
 - f. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes any and all other agreements between the parties, either oral or in writing, with respect to the subject matter of this Agreement.
 - g. **Change in Law.** In the event of any change in any applicable statute, rule, regulation or other law, or of any order or directive of any applicable governmental authority or regulatory body, which invalidates or is otherwise inconsistent with the terms of this Agreement or which would cause one or both of the parties to be in violation of the law, the parties shall negotiate in good faith in an effort to agree on appropriate revisions to this Agreement. If the parties have been

unable to do so within thirty (30) days of commencing such negotiation, either party may elect to terminate this Agreement on ten (10) days' prior written notice to the other party.

- h. **Inability to Perform.** Each party's obligations under the Agreement shall immediately cease if the party is unable to perform its obligations by reason of physical disaster, governmental acts, labor difficulties or strikes or other circumstances beyond the control of such party, but shall resume when such party is no longer unable to perform.
- i. **Assignment/Change of Control.** Notwithstanding anything to the contrary contained herein, Athletico may, without Client's consent and without being subject to any fee of any kind, assign this Agreement to any entity with whom Athletico merges, consolidates or engages in any reorganization, or any entity succeeding to all or a substantial portion (a substantial portion meaning at a minimum, a controlling interest) of the business and assets of Athletico or of any business unit of Athletico (each a "Permitted Transfer"). Client shall be notified of an assignment and be given a copy of such assignment promptly after the Permitted Transfer. As used in this Agreement, the term "Affiliate" means any corporation, partnership, limited liability company or other business entity which controls, is controlled by or is under common control with the party in question. Notwithstanding anything to the contrary contained herein, Athletico's granting of membership interests in Athletico to managers and employees of Athletico, or to permitted transferees of such persons (i.e., a spouse or a trust for the benefit of such person or their family members) shall not be deemed an assignment or transfer for purposes of this Agreement and shall not require Client's consent.
- j. **Non-Solicitation.** During the Term and for a one (1)-year period thereafter, Client shall not solicit for hire, hire, nor recommend that any third party hire any employees of Athletico or its affiliates, without the written approval of Athletico or its affiliates.
- k. **No Discrimination.** Neither party shall discriminate against any person on the grounds of race, color, national origin, religion, age or handicap in discharging their duties and responsibilities under this Agreement. It is the policy of Athletico to provide equal employment opportunities for all qualified applicants and employees, without regard to race, color, creed, religion, sex, national origin, nationality, ancestry, citizenship status, age, pregnancy, childbirth, marital status, sexual orientation (including gender-related identity), physical or mental disability, genetic information, H.I.V. status, status as a victim of domestic violence, order of protection status, military status, unfavorable discharge from military service, veteran status, liability for service in the Armed Forces of the United States or any other classification protected by applicable federal, state or local law.
- l. **Waiver of Breach.** No assent or waiver, express or implied, of any breach of any one or more of the provisions of this Agreement shall be deemed a waiver of any other provision or a waiver of any subsequent breach of the same provision.
- m. **Captions.** The captions used in this Agreement as headings of the various sections are for convenience only and are not and shall not be used to construe any part of this Agreement.
- n. **Authority to Execute.** Each person executing this Agreement hereby represents and warrants that he or she has full authority to execute this document on behalf of the parties to the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written. No portion of this Agreement may be reproduced, duplicated or revealed in any manner without the prior written consent of Athletico or as required by law.

Athletico Management, LLC

By: _____
Jason Bannack, Vice President of Outreach Services

Date

Oregon High School

By: _____
Thomas Mahoney, Superintendent

Date

EXHIBIT A

ATHLETICO TO PROVIDE:

Athletico will be the official provider of athletic training coverage for Client and will provide the following services:

- a. One (1) licensed, certified athletic trainer will be available after school Monday-Friday for pre-event taping, home event coverage for IHSA sanctioned events and away football contests, injury assessment, post-game follow-up and rehabilitation for the Fall, Winter, and Spring seasons for the 2016-2017. Coverage will also be made available on Saturdays per practice and home event schedule. An Athletic Trainer will be assigned for coverage at approximately 30 hours per week per season.
- b. One (1) licensed, certified athletic trainer will be available for summer camp coverage. Summer hours will be mutually agreed upon between Athletico and Client by May 1st of each year.
- c. Upon request, and if available, an Athletic Trainer will be provided for both home and away state competitions. Requests for coverage should be made within twenty-four (24) hours of notification of contest date and site to Athletico Manager of Athletic Training Services. Parameters of travel include:
 - a. Travel days will count toward 8 hours of Client's weekly contracted hour allotment.
 - b. If overnight stay is required, coverage will be provided based on availability.
 - c. Travel accommodation including transportation, lodging and food will be paid for by Client.
 - d. If an additional Athletic Trainer is requested to fulfill obligations at affiliate while primary Athletic Trainer is traveling, hours of the additional Athletic Trainer will be billed at the negotiated "additional hours" rate.
- d. As needed and upon reasonable advance notice, Athletico shall use reasonable efforts to make an Athletic Trainer available at times other than those listed below in response to the special needs of the Client as needed and shall provide those services as outlined above. Such instances could include unscheduled events, acute injury circumstances, school affiliated functions, training sessions for coaches and staff and other situations which may arise. Athletico shall be compensated for such additional services as provided by Section 3 hereof. In all instances, the Client agrees to use reasonable efforts to provide Athletico with advance notice of all such additional requirements, as well as any schedule changes.
- e. On-site injury care and evaluation as well as assistance on all matters pertaining to the health and well-being of the athletes, including, without limitation, the coordination of follow-up treatment and rehabilitation as necessary for all injuries sustained by athletes.
- f. The use of modalities as indicated by the Illinois athletic training practice act.
- g. Maintenance of complete and accurate records of all athletic injuries and treatment rendered.
- h. Education to the, board members, coaches, players, and parents of Client on the importance of medical care and follow-up necessity with an Athletico facility after injury.
- i. Student-athletes, families, coaching and administration staff of the Client will have access to all Athletico centers for complimentary injury assessments to the extent permitted by applicable law. An Athletico representative may assist in scheduling a primary care physician visit or a specialist visit if needed; provided, however that both parties acknowledge and agree that neither party has any formal or legal relationship with any such physicians and assumes no liability for a patient's decision to visit any particular physician referred to the patient by Athletico.
- j. Athletico will provide a 10-15 minute lecture introducing services available to Client at the Client's athletics introduction meeting.
- k. One (1) educational lecture for student-athletes, parents, and coaches. Topics, dates, and times to be mutually agreed upon between Oregon High School and Athletico.
- l. One (1) pre-season Functional Movement Screening (FMS) session. Dates, times, location, and number of athletes to be mutually agreed upon between Oregon High School and Athletico.
- m. One (1) pre-season CPR/AED training session for coaching staff to be made available at a rate of \$25/person. Dates and times to be mutually agreed upon between Oregon High School and Athletico at least six (6) weeks in advance.

CLIENT TO PROVIDE:

- a. Client must submit schedule changes within fourteen (14) business days prior to event in question. Failure to do so will mean possible forfeiture of coverage, depending on available personnel.
- b. Name Athletico as "The Official Provider of Physical Therapy and Athletic Training for Oregon High School" in all press releases, radio spots, newsletters, related materials and website. Athletico will be designated as the exclusive provider in the Physical Therapy, Occupational Therapy, Athletic Training, Work Rehab and Sports Medicine category.
- c. Client shall be responsible or shall cause each athlete to use their respective best efforts to obtain proper equipment. Upon request, Athletico's athletic trainer can assist with advice as to what equipment would be appropriate, however, Athletico makes no representations or warranties regarding any equipment not specifically provided by Athletico and shall not be liable for any failure of any equipment to function properly.
- d. Client will grant opportunity for Athletico to provide content for PA announcements during the halftimes of each applicable home contest as well as all hosted IHSA playoff events as approved by the IHSA.

Script for announcement: At Athletico Physical Therapy, we know there is freedom from pain and you can get back to doing the things you love. If pain is slowing you down, visit athletico.com/appointments to request your complimentary injury screening and start feeling better today. We are proud to be the Official Provider of Physical Therapy and Athletic Training for Oregon High School. Athletico Physical Therapy – Better for Every Body.
- e. Establish a link, logo and information pertaining to Athletico's assigned certified athletic trainer and all Athletico services to Client website.
- f. Coaches and administration of Oregon High School will educate the players and parents of their teams on the importance of medical care and follow-up if necessary with an Athletico facility after injury.
- g. Provide link and logo to Athletico for usage within www.athletico.com website affiliation section.
- h. Provide Athletico e-mail database for inclusion of e-scorecard material.
- i. Opportunity to have one (1) Fall and one (1) Winter Athletico night. Dates, times, and event activities to be mutually agreed upon between Athletico and Oregon High School.
- j. Client will place one Athletico banner in the main gymnasium and football field for the Term of the Agreement.
- k. All terms of this agreement are confidential except as required by law.