

**CONTRACT BETWEEN
THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA
AND**

This contract entered into this _____ day of _____, 2006, between THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, a political subdivision of the state of Florida, (hereinafter referred to as the "School Board") and _____, (hereinafter referred to as the "Medical Provider / Athletic Trainer"), located at _____ to provide Certified Athletic Training for Student Athletes.

SECTION I – TERM OF CONTRACT

This contract shall be for the period beginning August 1, 2006 through July 31, 2007.

SECTION II - SERVICES

The Medical Provider / Athletic Trainer shall provide Certified Athletic Training for Student Athletes at _____ High School. Medical Provider / Athletic Trainers assigned to high schools pursuant to this contract must be certified by the National Athletic Trainers Association (N.A.T.A.) and licensed by the State of Florida.

Medical Provider / Athletic Trainer must comply with applicable OSHA Standards for all employees.

A. Medical Provider / Athletic Trainer shall perform the following services:

1. Consultation and/or development of a program, as requested by the principal of the public high school to which the Medical Provider / Athletic Trainer is assigned, for sport specific fitness and conditioning program.
2. Tape, wrap, and assist with other protective equipment applications when needed; additionally, treat minor injuries and provide for rehabilitative therapy when appropriate.
3. Provide immediate first aid to injured athletes during practices or high school athletic competitions / games.
4. Evaluate initial injury and assessment of need for additional medical intervention.

5. Provide written documentation of athletic injuries to the coach and/or the athletic director of the high school to which the Medical Provider / Athletic Trainer is assigned within 24 hours of the Medical Provider / Athletic Trainer's notice of such athletic injuries.
 6. Medical Provider / Athletic Trainer shall be on the campus of the high school to which he/she is assigned throughout all home high school athletic competitions / games and athletic events and practices. Last minute substitution of the Medical Provider / Athletic Trainer due to illness or other unforeseen events is the responsibility of the Medical Provider / Athletic Trainer. Any substitute used must have the same qualifications and certification as the contracted Medical Provider / Athletic Trainer.
 7. Coordinate and assist with the performance of the required free physical examinations for all high school athletes.
 8. Referral of injured athletes for additional medical intervention and treatment upon parental consent.
 9. Coordinate the purchase of supplies and maintain inventory records of those supplies in coordination with the athletic director of the public high school to which the Medical Provider / Athletic Trainer is assigned.
 10. Submit injury summary reports, by sport, at the end of each sport's season to the athletic director of the public high school to which the Medical Provider / Athletic Trainer is assigned.
 11. Supervise student trainer staff and other School Board approved volunteers involved in sports medicine activities.
 12. Supervise and maintain the athletic training room facility.
 13. Consult with high school staff or medical physician on issues related to the Medical Provider / Athletic Trainer duties when appropriate.
- B. The Medical Provider / Athletic Trainer will provide, on request, a presentation describing to the school staff and parents the extent of the aforementioned services enumerated in Section A.
- C. The Medical Provider / Athletic Trainer will work with the high school athletes and coaches at the high school based upon individual needs as determined by the athletic director and/or principal or their

designee. Practice, athletic competition / game, and athletic event coverage will be coordinated and schedules agreed upon by both parties as an element of this contract. Special attention should be given to those sports with the most potential for injuries (i.e. football, basketball, wrestling, and soccer), but not to the exclusion of any other sport. The Medical Provider / Athletic Trainer will provide service to each of the three sports seasons (fall, winter, and spring). The Medical Provider / Athletic Trainer will work in conjunction with a team physician and the coach at the high school.

SECTION III – COST OF SERVICES

The Medical Provider / Athletic Trainer shall be paid for the hours needed as determined by the athletic director of the high school. Such hours shall not exceed 1,000 hours of service at an amount not to exceed \$7,500 per season and \$22,500 for the entire term of the contract. Payments will be made at the end of fall, winter, and spring sports seasons. Schools having fewer sports will compensate the Medical Provider / Athletic Trainer based on the hours needed.

SECTION IV – TERMS AND CONDITIONS

The Medical Provider / Athletic Trainer will be responsible for obtaining any necessary permits and licenses without additional cost to the School Board and will comply with state and federal laws, rules, and regulations, all local codes and ordinances, and School Board policies.

The Medical Provider / Athletic Trainer shall have the option to terminate the contract upon written notice to the authorized representative of the School Board. Such notice must be received at least 90 days prior to the effective date of termination. The School Board shall have the option to terminate the contract without cause upon written notice to the Medical Provider / Athletic Trainer. Such notice must be received at least 30 days prior to the effective date of termination. In the event of termination, the Medical Provider / Athletic Trainer shall only be entitled to compensation up to the date of termination. The Medical Provider / Athletic Trainer shall not be entitled to lost profits.

Early termination of the contract by the Medical Provider / Athletic Trainer may prohibit the Medical Provider / Athletic Trainer from doing business with the School Board for a period of three years from the date of termination of the contract.

There shall be no assignment of the contract or compensation to be derived therefrom by the Medical Provider / Athletic Trainer without prior written approval by the School Board.

A School Board employee may not contract directly with the School Board to provide athletic training services; however, he/she may subcontract with an independent firm to offer such services.

SECTION V - INDEMNIFICATION

The Medical Provider / Athletic Trainer agrees to protect, defend, reimburse, indemnify and hold the School Board, its agents, employees and elected officials free and harmless at all times from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatever kind or nature whether arising during or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive of the Medical Provider / Athletic Trainer or anyone acting under its direction or control, or on its behalf in connection with or incident to the performance of this contract. The Medical Provider / Athletic Trainer's aforesaid indemnity and hold harmless obligations, or portions of applications thereof, shall apply to the fullest extent permitted by law, but in no event shall they apply to damages caused by the sole negligence or willful misconduct of the School Board, its elected officials, employees and authorized agents. The Medical Provider / Athletic Trainer represents that it has received adequate consideration from the Board for the indemnification herein provided. This representation shall survive the contract or payment to the Medical Provider / Athletic Trainer.

The School Board recognizes its respective liability for certain tortious acts of its agents, officers, employees and invites to the extent and limits provided in Section 768.28, Florida Statutes, the State of Florida's partial waiver as Sovereign Immunity; provided, however, that this provision shall not be construed as a waiver of any right or defense that the School Board has under said statute.

SECTION VI - INSURANCE

The Medical Provider / Athletic Trainer shall provide complete copies of any insurance certificates for the required coverage within seven days of the date of request by the Purchasing Department but in any respect at least 30 days prior to the commencement of any contract term.

- A. **COMMERCIAL GENERAL LIABILITY:** Medical Provider / Athletic Trainer shall procure and maintain, for the life of this contract, Commercial General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, or property damage that could arise directly or indirectly from the performance of this contract. It must be an occurrence based policy. **THE SCHOOL BOARD OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR COMPREHENSIVE GENERAL LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

- B. **PROFESSIONAL LIABILITY:** The Medical Provider / Athletic Trainer shall procure and maintain for the life of this contract, Professional Liability Insurance. This policy shall provide coverage against such liability resulting from this contract. It must be an occurrence based policy. The minimum limits of coverage shall be \$1,000,000 with a deductible not to exceed \$5,000. The deductible shall be the responsibility of the insured.

All insurance must be issued by a company or companies approved by the School Board. Copies of the Certificates of Insurance meeting the specific required provision specified within this contract shall be forwarded to the Palm Beach County School Board's Purchasing Department and approved prior to the start of any work. Renewal certificates must be forwarded to the same department prior to the policy renewal date.

Thirty days written notice must be provided to the Palm Beach County School Board via certified mail in the event of insurance cancellation. The notice must be sent to The School Board of Palm Beach County, Purchasing Department at 3300 Forest Hill Blvd., Suite A-323, West Palm Beach, FL 33406-5813.

SECTION VII- THE JESSICA LUNSFORD ACT

All contractual personnel (vendors, individuals or entities) who are permitted access on school grounds when students are present, individuals who will have direct contact with children or any student of the School Board, or who will have access to or control of school funds must be fingerprinted and background checked. Medical Provider / Athletic Trainer agrees to undergo a background check and

fingerprinting if he/she is an individual who meets any of the above conditions and to require that all individuals in the organization who meet any of the conditions to submit to a background check, including fingerprinting by the School Board's Police Department, at the sole cost of Medical Provider / Athletic Trainer. Medical Provider / Athletic Trainer shall not begin providing services contemplated by this Agreement until Medical Provider / Athletic Trainer receives notice of clearance by the School Board. Neither the School Board, nor its members, officers, employees, or agents, shall be liable under any legal theory for any kind of claim whatsoever for the rejection of Medical Provider / Athletic Trainer (or discontinuation of Medical Provider / Athletic Trainer's services) on the basis of these compliance obligations. Medical Provider / Athletic Trainer agrees that neither the Medical Provider / Athletic Trainer, nor any employee, agent or representative of the Medical Provider / Athletic Trainer who has been convicted or who is currently under investigation for a crime delineated in Section §435.04, Florida Statutes will be employed in the performance of this contract.

SECTION VIII - AMENDMENT

This contract shall only be amended or modified in writing executed by both parties.

SECTION IX – STRICT PERFORMANCE

The failure of either party to insist on strict performance of any covenant or conditions herein shall not be construed as a waiver of such covenants or conditions for any instance.

This contract shall be construed in accordance with the laws of the State of Florida. If any litigation shall result from this contract, venue shall lie in Palm Beach County, Florida.

This contract shall not be construed against the party who drafted the same as both parties have had an opportunity to have their legal counsel review the same.

This contract is binding on the parties hereto, their heirs, successor and/or assigns.

SECTION X

Should either party breach this contract, the non-breaching party shall be entitled to all remedies as provided by law and equity.

In witness whereof, this contract has been executed on the day and year first above written.

VENDOR NAME

THE SCHOOL BOARD OF PALM BEACH
COUNTY, FLORIDA

BY: _____
Signature

BY: _____
Thomas E. Lynch, Chairman

NAME: _____
(Printed or Typed)

Date

TITLE: _____

Attest: _____
Arthur C. Johnson, Ph.D., Superintendent

DATE: _____

Reviewed and Approved for Form and Legal Sufficiency:

DATE 5/2/06

BY: [Signature]
Attorney