

CONTRACT BETWEEN
TALLAHASSEE ORTHOPEDIC CLINIC III, P.L.
AND
JACKSON COUNTY SCHOOL BOARD

THIS CONTRACT is entered into between **JACKSON COUNTY SCHOOL BOARD** (“JCSB”), Marianna, Florida, and **TALLAHASSEE ORTHOPEDIC CLINIC III, P.L.** (“Provider”), whose address is 3051 Sixth Street, Marianna, Florida, to provide athletic training services to students on an as needed basis. In consideration of the mutual benefits to be derived here from, JCSB and Provider do hereby agree as follows:

1. PERFORMANCE

A. JCSB does hereby retain the Provider to provide athletic training services as described on Exhibit “A” annexed hereto to students of JCSB on an as needed basis, and the Provider does hereby agree to perform such services. Any reference to “Contract” within this document means this Contract document and any attachments and exhibits.

B. The Provider shall perform the services in a proper and satisfactory manner as determined by JCSB. The Provider shall supply any and all equipment, products or materials necessary to perform this Contract, unless otherwise specified herein.

C. The Provider shall perform as an independent contractor and not as an agent, representative or employee of JCSB.

II. COMPENSATION

Method of Payment JCSB will pay the Provider \$3,709.96 on a monthly basis. A properly prepared statement shall be submitted directly to the Contract Manager within thirty (30) days following the end of the month for which services were rendered.

III. CONTRACT TERM AND RENEWAL

A. This Contract shall begin on July 1, 2024, or upon execution by both parties (whichever is later) and end at midnight on June 30, 2025, inclusive.

B. This Contract will automatically renew for a term equal to the term of the original contract, upon the terms and conditions contained herein, for a period of 1 year.

IV. TERMINATION

A. Either party may terminate this Contract in part or whole, without cause and for its convenience upon no less than ninety (90) days written notice to the Provider, unless both parties mutually agree in writing to a different notice period.

B. This Contract may be unilaterally cancelled by JCSB due to failure of Provider to provide services identified on Exhibit "A" annexed hereto provided that JCSB shall give a cure period of sixty (60) days in which Provider shall have the option of providing assurances of performance to JCSB the suitability of such shall rest solely in the sound discretion of JCSB.

V. CONTRACT MANAGERS AND NOTICES

Listed below are the Contract Managers for the respective parties. All matters shall be directed to the Contract Managers for appropriate action or disposition. Any and all notices shall be delivered to the parties at the following addresses:

<u>Provider</u>	<u>JCSB</u>
Kelby Tardi	Doug Powell
3334 Capital Medical Blvd	2903 Jefferson Street
Suite 400	P.O. Box 5958
Tallahassee, Fl 32308	Marianna, Fl 32447

After execution of this Contract, any changes in the information contained in this section will be provided to the other party in writing, will be sent by United States Postal Service or other delivery service with proof of delivery, and a copy of the written notification shall be maintained in the official Contract record.

All notice required by this Contract or other communication regarding this Contract shall be sent by United States Postal Service or other delivery service with proof of delivery.

VI. GENERAL TERMS AND CONDITIONS

A. Rights, Powers and Remedies. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Contract, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.

B. Third Party Rights. This Contract is neither intended nor shall it be construed to grant any rights, privileges or interest in any third party without the mutual written agreement of the parties hereto.

C. Civil Rights.

1. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Contract.

2. The Provider shall, if applicable, comply with non-discrimination requirements of the Omnibus Crime Control and Safe Streets Acts of 1968, as amended; 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

D. Legal and Policy Compliance. The Provider shall comply with all local, state, and federal laws, rules, regulations and codes whenever work is performed under this Contract. The Provider shall comply with all JCSB policies and procedures and any subsequent changes to those policies, manuals or state and federal law. Any licenses or permits required for this Contract will be obtained by the Provider and maintained for the duration of this Contract.

E. Americans With Disabilities Act Requirement. The Provider shall not exclude anyone from participating in; deny anyone the proceeds or benefits of; not otherwise subject any person(s) or sub-contractors to any form of discrimination based on the grounds of race, creed, color, national origin, age, sex, or disability. The Provider shall comply with the pertinent portion of the Americans With Disabilities Act of 1990, Public Law 1001-336.

F. Assignments and Subcontracts. Neither party shall assign responsibility of this Contract to another party or subcontract for any of the work contemplated under this Contract, nor transfer program services to another location without written approval of the other party.

G. Insurance

1. Professional Liability coverage in an amount required by law but in no event shall such coverage be less than \$200,000 per person and \$300,000 per (defense cost shall be in excess of the limit of liability). Coverage shall include premises and operations, products and completed operations, personal injury and advertising liability and medical payments.

2. The Provider shall maintain Worker's Compensation and Employers' liability insurance as required by Chapter 440, Florida Statutes, with minimum employers' liability limits of \$100,000 per accident, \$100,000 per person and \$500,000 policy aggregate.

H. Inspector General Requirements. Pursuant to Section 20.055, Florida Statutes, the Office of the Auditor General is responsible for providing direction for supervising and coordinating audits, investigations, and reviews relating to the

programs and activities operated by or financed by JCSB for the purpose of promoting economy and efficiency in the administration of, or preventing and detecting fraud, waste, and abuse in its programs and activities. Provider agrees to cooperate with any audit requested or required by law.

I. Background Screening. The Provider shall comply with the requirements for background screening as mandated by Florida Statutes.

J. Personnel. All personnel provided under this Contract, whether performance is as a Provider, subcontractor, or any employee, agent or representative of the Provider or subcontractor, shall be licensed or certified under applicable law for the position they hold. All such personnel shall renew licenses or certifications pursuant to applicable law or rule. Copies of all current personnel licenses or certificates shall be kept on file by the Provider and provided to JCSB's Contract Manager upon request.

K. Dispute resolution. The parties stipulate that any dispute arising from or thought this agreement shall be resolved without the aid of a jury (non jury trial) by a judge of the Fourteenth Judicial Circuit in Jackson County, Florida.

This Contract, which includes all attachments and exhibits named herein that are attached hereto and incorporated by reference, represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Contract, unless otherwise provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

PROVIDER JACKSON COUNTY SCHOOL BOARD
TALLAHASSEE ORTHOPEDIC CLINIC III, P.L.

SIGNATURE _____ SIGNATURE _____

NAME _____ NAME _____

TITLE _____ TITLE _____

DATE _____ DATE _____

THIS CONTRACT IS NOT VALID UNTIL IT HAS BEEN SIGNED AND DATED BY BOTH PARTIES

EXHIBIT "A"

Provider shall provide an athletic trainer who shall be duly licensed by the State of Florida.

Said Trainer shall have a central office in Jackson, County, Florida. Provider and JCSB shall negotiate a separate agreement for the provision of said office.

Provider will coordinate with the appropriate JCSB school official the following, but not limited to, risk management protocols:

1. Eligibility of athletes subsequent to parental permission being obtained, appropriate warnings and successful pre-participation physicals.
2. Establishment and maintenance of safe playing environments.
3. Use and maintenance of proper protective gear.
4. Assurance of safe travel plans.
5. Assurance that proper instructional techniques with regard to injury, prevention, and safe practice, are considered in the individual sports.
6. Provide advice regarding the management of injury to students and employees of JCSB.

Notwithstanding the duties set forth in paragraph 1-7 in this Exhibit "A" neither Provider, nor any person provided by Provider to perform the services hereunder, will be responsible for provision of any services further to Section 1006.165, Fla. Stat., and JCSB shall ensure that at each athletic event, and outside the school year, it provides a school employee or volunteer that has received the necessary training compliant with that section to effectively use cardiopulmonary resuscitation and use of a defibrillator. Provider and provider employees will not provide this service further to this Contract with JCBS.

The Provider shall insure that a properly executed protocol is in place outlining the bounds of practice of any employee providing services to JCSB under the terms of this contract.

Any employee of the Provider who provides services under the terms of this agreement shall abide by the directions contained in Chapter 64B33-4001 Florida Administrative Code; protocols established by provider; scope of practice as outlined in Chapter 468, Part XII; 1012.46 Florida Statutes; and Rule Chapter 64B33 of the Florida Administrative Code commonly referred to as the Athletic Trainer Act as amended from time to time.

Position:	Athletic Trainer		
Year: 2023			
	Amt.		
Earnings	\$ 68,250.00		
Social Security	\$ 4591.00		
Medicare	\$ 1074.00		
Workers' Compensation Insurance	\$ 244.00		
Medical Insurance	\$ 6673.00		
401K/Profit Sharing	\$ 2,222.00		
Cell Phone Reimbursement	\$ 300.00		
Dues/Memberships	\$ 185.00		
Continuing Education	\$ 500.00		
Car Allowance	\$ 5,000.00		
<i>Total Compensation</i>	\$ 89,039.00		
Jackson County	\$ 44,519.50	Monthly	\$ 3,709.96
TOC	\$ 44,519.50		

Public Entity Addendum

Jackson County School District, a public agency subject to Chapter 119, Florida Statutes and entitled to protection under Florida Statute 768.28.

Effective July 1, 2013, the Florida Legislature enacted §119.0701. This statute requires that all contractors who provide governmental services shall comply with Florida's record laws with respect to services performed on behalf of Jackson County School District. Specifically, the statute requires that contractors:

- i. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- ii. Provide the public with access to public records on the same terms and conditions that a public agency would provide the records and at a cost that does not exceed the cost provided by Chapter 119 of the Florida Statutes or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- iv. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract 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 Jackson County School District in a format that is compatible with the information technology systems of Jackson County School District.

The failure of the Contractor to comply with the provisions set forth in this Article, if applicable, shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to Jackson County School District.

Should a request be made for disclosure of confidential records of the other party, the Jackson County School District shall provide notice to the other party who may then, at its discretion, respond to the request. Should the other party not disclose the records/documents, the other party shall defend and indemnify, the Jackson County School District for any fees and costs which are incurred or taxed against the Jackson County School District as a result of the non-disclosure.