



TO: BOARD OF DIRECTORS
FROM: STEVE LIDGARD, EXECUTIVE DIRECTOR – BUSINESS SERVICES
SUBJECT: STANWOOD HIGH SCHOOL – CERTIFIED ATHLETIC TRAINER
SERVICES CONTRACT
DATE: JUNE 21, 2022
TYPE: ACTION NEEDED

Stanwood High School Athletic Director, Tom Wilfong, recommends board approval of the attached contract with Integrated Rehabilitation Group (IRG). IRG will provide a certified athletic trainer for WIAA sports seasons.

Recommendation:

We recommend the board **move to approve the 2022-2023 contract with Integrated Rehabilitation Group (IRG) for athletic services as attached.**

Contract for Professional or Consultant Services

Between

Stanwood High School

(Hereinafter referred to as the "District")

And

Integrated Rehabilitation Group (IRG)

(Hereinafter referred to as the "Vendor")

Agreement made to be effective beginning 2022-2023 School Year

In consideration of the terms and conditions contained herein, the District and Vendor do mutually agree to enter a contractual relationship as described here:

I. Duties of the Vendor

1. The general purpose and objective of this Agreement is to establish the contractual terms and conditions allowing the District to employ the services of the Vendor as required during the effective dates of the contract as follows:

- a. Provide an on-site licensed ATC (Athletic Trainer Certified) to work as the Fall, Winter, and Spring athletic trainer responsible for the following:
 - b. Evaluation and treatment of athletic injuries at practices and games.
 - c. Supervise all athletic training students
 - d. Receive certification as a weight management assessor or other needed certification.
 - e. Follow state and School concussion policies, procedures, and requests.
 - f. Maintain appropriate athletic injury records.
 - g. Communicate injuries/treatment with parents when appropriate via documentation for risk Management.
 - i. Act as the medical liaison between Athlete, Coach, Parent, and designated medical staff.
 - k. Lead and assist with Impact Concussion Baseline Testing at required sites.

2. In order to accomplish the conditions of this Agreement, the Vendor shall provide all necessary professional services, with due diligence, to perform the following specific duties.

Provide the District the following:

- a. A completed W-9 form.
- b. An ATC for the designated WIAA sports seasons for Fall, Winter, and Spring for 30-35 hours per week, all home competition coverage and away football coverage for a total payment of \$30/hour
- c. A detailed invoice will be emailed to school's AP contact by the 5th of each month.
- d. The Vendor shall prohibit any employee of the Vendor from working at on the District's property if the employee has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under chapter 9A.42 RCW, the physical injury or death of a child under chapter 9A.32 or 9A.36 RCW (except motor vehicle violations under chapter 46.61 RCW), sexual exploitation of child under chapter 9.68A RCW, sexual offences under chapter 9A.44 RCW where minor is the victim, promoting prostitution of a minor under chapter 9A.88 RCW, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction per 28A.400.300 RCW. This District reserves the right to terminate this agreement without notice as required by the provision of 28A.400.330 RCW.

II. Responsibilities of the District

1. Designate Administrative Contact as the District point of contact.
2. Provide payment to IRG. as described herein or incorporated by reference. Payment may be made in a single payment upon fulfillment of the terms of this contract and receipt of an invoice.
 - a. The district agrees to make payments as specified in Section I.2.
 - b. The district will provide training to the ATC of its policies and procedures for covering practices and games.
 - c. The district will provide adequate room within its facility and necessary equipment and materials for the provision and documentation of treatment for the athletes.

III. Ownership or Work Product Restriction against Dissemination

All correspondence, papers, documents, reports, files, films, work product and all copies thereof, which are received or developed by Vendor and Vendor's employee(s) and agent(s) in the course of performing, or as an incident thereto, Vendor's duties pursuant to this Agreement shall immediately upon receipt, preparation or development become the exclusive property of the District in perpetuity for any and all purposes. All items described above shall be provided to and left with the District upon termination of this Agreement by district or upon Vendor's performance, whichever shall occur first. As a limited exception, however, the Vendor may keep and reuse standard forms and standard details that they have already created for use on future projects. The Vendor may also keep a copy of the information that Vendor prepares for its own future reference. All such documents (collectively referred to as "instruments of service") may be utilized by the District for any purpose whatever without additional fee or other payment to the Vendor, provided that use by the District for any purpose other than that intended by such instruments of service shall be at the sole risk of the District.

Vendor and Vendor's employee(s) and agent(s) shall not, without prior written approval of District or District's successor, either during the term of this Agreement or at any time thereafter, directly or indirectly, disclose or give to any person, firm, partnership, corporation, agency or political subdivision

of any state of the Federal Government, or any educational agency, institution or organization, any portion of the above described items and properties or any information acquired in the course of or as an incident to the performance of Vendor's duties thereunder, for any purpose or reason .

IV. Independent Contractor Status of Vendor

It is specifically understood that Vendor, its employee(s) and agent(s) are contracting with District as an independent contractor. District shall not be responsible for withholding or paying of any taxes on behalf of Vendor or Vendor's employee(s) or agent(s).

V. Washington State Criminal Identification System Requirement

Vendors, who have regularly scheduled unsupervised access to children, and/or who hire employees who will have regularly scheduled unsupervised access to children shall perform a record check through the Washington State Patrol criminal identification system under 43.43.830-43.43.834, 10.97.030 and 10.97.050 RCW, and through the Federal Bureau of Investigation before hiring the employee. The record check shall include a fingerprint check using a complete Washington State criminal identification fingerprint card. Vendor shall provide a copy of all said record checks to the District. If Vendor or applicant has had a record check within the previous two (2) years, District may waive the requirement. District shall determine whether the applicant or Vendor shall pay costs associated with the record check.

VI. Indemnification & Insurance

Indemnification

Vendor agrees to defend, indemnify and hold the District, and its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of services in connection with this Agreement; provided, however, this indemnity shall not apply to the extent of the District's comparative negligence or intentional misconduct.

Insurance

The Vendor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, employees or subcontractors. The Vendor shall provide a *Certificate of Insurance evidencing*:

1. Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage; and,
2. Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability; and,
3. Professional Liability if applicable, with limits of \$1,000,000.

The District shall be named as an additional insured on the Commercial General Liability insurance policy, as respects work performed by or on behalf of the Vendor and a copy of the endorsement naming the District as additional insured shall be attached to the Certificate of Insurance. The District reserves the right to receive a certified copy of all required insurance policies.

The District shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage.

VII. Termination

This Agreement may be terminated by either party, at any time, with or without cause, upon written notification of not less than five (5) days thereof to the other party or earlier, if by mutual consent. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by Vendor or District as of midnight of the third day following the date of the posting in the United States mail, addressed as first noted herein, or to such other addresses as is advised in writing, in the absence of proof of actual receipt by Vendor or District by mail or other means at an earlier date or time.

In the event of termination, Vendor shall be entitled to a compensation provided for services which have been performed as of termination, and to the reimbursement of expenses incurred as of the termination date but solely to the extent such expenses are reimbursable pursuant to the provision of this Agreement.

VIII. Verbal Agreements

This written Agreement constitutes the entire mutual agreement of Vendor and District. No alteration or variation of the terms of this Agreement and no oral understanding or agreement, unless made in writing between parties hereto, shall be binding.

IX. Applicable Law

This Agreement shall be governed by the laws of the State of Washington.

X. Equal Employment Opportunity Compliance Statement

The Vendor agrees not to discriminate against any client, employee, or applicant for employment or for services because of race, creed, color, national origin, sex, age, sexual orientation, veteran status, or disability with regard to, but not limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoffs or termination, rates of pay or other forms of compensation, selection for training, rendition of services.

In the event of noncompliance by the Vendor with any of the nondiscrimination provisions of the contract, the District shall have the right, at its option, to cancel the contract in whole or in partial. If the Agreement is cancelled after partial performance, the District shall be obligated to pay the fair market value or the contract price, whichever is lower, for goods or services which have been received and accepted.

The Vendor assures the District that its agency/labor union will comply with all state and federal guidelines and/or regulations. Therefore, all applicants seeking employment opportunities and all contracts for goods and services will be considered and will not be discriminated against on the basis of

race, color, national origin, or disability. This is in accordance with Title VI of the 1964 Civil Rights Act; Section 504 of the Rehabilitation Act, 1973, as amended; Americans with Disabilities Act, July 26, 1990, P.L. 101-336; and Title IX/Chapter 28A.640 RCW of the Education Amendments of 1972, as amended; and RCW 49.60, Law against Discrimination.

XI. Counterparts

This Agreement may be executed in counterparts, and when all counterpart documents are executed, the counterparts shall constitute a single, binding instrument. In addition, properly executed authorized signatures may be transmitted via facsimile and upon receipt shall constitute an original signature.

XII. Time of the Essence

Time is of the essence of this Agreement. Vendor shall prosecute the services hereunder with diligence and in such a manner as is necessary to complete the services on or before the completion date or dates specified, it being understood by Vendor this being of the utmost concern and matter to the District.

XIII. Disputes

Where applicable, the Uniform Commercial Code, as effective in the State of Washington, shall determine the rights and duties of the parties. If a dispute arises between the parties of the Agreement and they are not able to resolve it themselves, a non-binding mediation procedure shall be required as a condition precedent to litigation. If the parties are unable to agree on a single mediator, they shall submit the dispute to a dispute resolution agency in order to select a mediator. Either party shall pay one-half of the mediation fee. Binding arbitration shall not be required under this Agreement. The parties further agree that any litigation related to this Agreement shall be filed in Snohomish Superior Court in the State of Washington.

XIV. Compliance with Laws

Vendor agrees, at its own expense, to comply promptly with all requirements of any existing federal, state and local laws in connection with the performance of the services hereunder.

XV. Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

Vendor certifies, and the District relies thereon in execution of this Agreement, that neither Vendor nor its Principals are presently debarred, suspended, proposed for debarment, or declared ineligible, or voluntarily excluded for the award of contracts by any Federal governmental agency or department;

"Principals", for the purposes of this certification, mean officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of subsidiary, division, or business segment; and similar positions).

Vendor shall provide immediate written notice to District if, at any time during the term of this Agreement, including any renewals hereof, Vendor learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances.