



Contact:

Ruth Floyd, Executive Director of Business Services
Stanwood-Camano School District
26920 Pioneer Highway, Stanwood, WA 98292
360-629-1200
rfloyd@stanwood.wednet.edu

TO: Board of Directors
FROM: Ruth Floyd, Executive Director of Business Services
SUBJECT: Agreement with Integrated Rehabilitation Group (IRG) for
Athletic Training Services
DATE: August 6, 2024
TYPE: Action Required

Attached is a service agreement with Integrated Rehabilitation Group (IRG) to provide an on-site licensed Athletic Trainer Certified (ATC) during the 2024-25 school year. When requested, the trainer will be available to address emergent athletic injuries at games and practices consistent with the ATC's qualifications and job functions.

Recommendation: It is recommended that the board approve the agreement with Integrated Rehabilitation Group (IRG) for Athletic Training Services during the 2024-25 school year.

Every student is empowered to learn in an inclusive setting
and is prepared for the future of their choice

www.stanwood.wednet.edu

Contract for Professional or Consultant Services

Between

Stanwood High School/Stanwood-Camano School District
(Hereinafter referred to as the “Organization”)

And

Integrated Rehabilitation Group (IRG)
(Hereinafter referred to as the “Vendor”)

Agreement made to be effective from August 21, 2024- July 31, 2025

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

I. Duties of the Vendor

- A. The general purpose and objective of this Agreement is to establish the contractual terms and conditions allowing the Organization to employ the services of the Vendor as required during the effective dates of the Agreement as follows:
 - 1. Provide an on-site licensed ATC (Athletic Trainer Certified) to work as the head athletic trainer responsible for the following:
 - a. Evaluate and address emergent athletic injuries at games and practices consistent with the ATC’s qualifications and job functions.
 - b. Follow state, site, and school concussion policies and procedures.
 - c. Receive any additional certification per league or national governing body rules and regulations.
 - i. Costs associated with certification to be paid by the organization.
 - d. Maintain appropriate athletic injury records and documentation.
 - e. Communicate injuries/treatment with parents, coaches, and additional medical providers when appropriate.
- B. To accomplish the conditions of this Agreement, the Vendor shall provide all necessary professional services, with due diligence, to perform the following specific duties:
 - 1. Provide the Organization the following:
 - a. A completed W-9 form.
 - b. A designated ATC for WIAA sports season, home competition coverage, away football coverage & state event competition.
 - c. Contract term for a total payment not to exceed \$45/hour plus tax.
 - d. ***Notice of 2025/2026 rate increase to \$55.00 to meet market rate.***
 - e. A monthly invoice providing a detailed listing of weeks worked will be emailed to Organizations AP contact.

- C. The Vendor shall prohibit any employee of the Vendor from working at or on the Organization's property if the employee has pled guilty to or been convicted of any felony crime specified under RCW 28A.400.322. The Organization may terminate this agreement without notice in the event the Vendor fails to comply with RCW 28A.400.330.

II. Responsibilities of the Organization

- A. Designate Administrative Contact as the Organization point of contact.
- B. Provide payment to IRG, as described herein or incorporated by reference. Payment may be made in a single payment upon fulfillment of this Agreement's terms and receipt of an invoice.
 - 1. The Organization agrees to make payments as specified in Section I.B.
 - 2. The Organization will pay any fee associated with getting the designated ATC WIAA certified for weight management.
 - 3. The Organization will provide training to the ATC in its policies and procedures for covering practices and games.
 - 4. The high school 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 Organization in perpetuity for any and all purposes. All items described above shall be provided to and left with the Organization upon termination of this Agreement by Organization 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 Organization for any purpose whatever without additional fee or other payment to the Vendor, provided that use by the Organization for any purpose other than that intended by such instruments of service shall be at the sole risk of the Organization.

Vendor and Vendor's employee(s) and agent(s) shall not, without prior written approval of Organization or Organization'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.

Vendor and Vendor's employee(s) and agent(s) shall comply with the Family Rights in Educational Privacy Act, 34 CFR Part 99, in relation to any personally identifiable information of Origination's students contained in educational records or derived therefrom.

IV. Independent Contractor Status of Vendor

It is specifically understood that Vendor, its employee(s) and agent(s) are contracting with Organization as an independent contractor. Organization 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 RCWs 43.43.830-43.43.834, 10.97.030 and 10.97.050, 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 Organization. If Vendor or applicant has had a record check within the previous two (2) years, Organization may waive the requirement. Organization 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 Organization, 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 Organization's own 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.

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 Organization 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 Organization as additional insured shall be attached to the Certificate of Insurance**. The Organization reserves the right to receive a certified copy of all required insurance policies.

The Organization 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 Organization as of midnight of the second 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 Organization by mail or other means at an earlier date or time.

In the event of termination, Organization or Vendor shall be entitled to an equitable proration of the total compensation provided for uncompensated services which have been performed as of termination, and to the reimbursement of expenses incurred as of termination 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 Organization. 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 Agreement, the Organization shall have the right, at its option, to cancel the Agreement in whole or in part. If the Agreement is cancelled after part performance, the Organization 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 Organization 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 not discriminated against based on 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 Organization.

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 cannot agree on a single mediator, they shall submit the dispute to a dispute resolution agency 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 Organization 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 Organization 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.

Vendor certification is a material representation of fact the Organization has relied on entering this Agreement. Should Organization determine, at any time during this Agreement, including any renewals hereof, that this certification is false, or should it become false due to changed circumstances, the Organization may terminate this Agreement in accordance with the terms and conditions therein.

It is also the undersigned vendor's responsibility to notify lower tier suppliers of their responsibility to report any debarment or suspension action taken against them by the Federal Government. Such reports must be provided to the Organization immediately.

XVI. Reciprocity

The Vendor agrees, on behalf of itself and its Subcontractors of any tier, that the invocation of any rights under 42.56 RCW by the Vendor or a Subcontractor of any tier at any time shall initiate an equivalent right to disclosures from the Vendor and Subcontractors of any tier for the benefit of the Organization.

XVII. Duration

This Agreement shall commence and terminate as stated on page 1 with the exception of Sections III, VI, VII, and XIII, which shall continue to bind the parties, their heirs and successors.

IN WITNESS WHEREOF, Organization and Vendor have executed this Agreement consisting of seven (7) pages.

Vendor:

Integrated Rehabilitation Group

4220 132nd St. SE Suite 202

Mill Creek, WA 98012

425-316-8046

Organization:

Stanwood-Camano School District

Stanwood High School

7400 272nd Street NW

Stanwood, WA 98292

(360) 629-1322

Vendor Contact:

Jennifer Wright PTA, L/ATC

Athletic Training & Performance Manager

Jennifer.wright@irgpt.com

Organization Contact:

Lauren Amundson

Athletic Director

lamundson@stanwood.wednet.edu

Person authorized to bind said Vendor
to the foregoing Agreement:

Organization Authorization:

Signature

Signature

Jennifer Wright

Printed Name and Title

Jennifer Wright

Athletic Training & Performance Manager

Printed Name and Title

Deborah Rumbaugh

Superintendent

July 19, 2024

Date