



Services Agreement

THIS SERVICES AGREEMENT (this “Agreement”) is made this 9th day of March, 2022 (the “Effective Date”), between West Chicago High School (hereinafter referred to as the “School”) and ATI Holdings, LLC, an Illinois limited liability company, d/b/a ATI Physical Therapy (herein referred to as the “Contractor”).

WITNESSETH:

WHEREAS, the School desires to have certain athletic training services, pre-game taping, game training supervision and medical assistance services performed in connection with its athletic programs; and

WHEREAS, the Contractor has agreed to perform such services on behalf of the School under terms and conditions as set forth in this Agreement.

NOW, THEREFORE, the parties, intending to be legally bound, and in consideration of the mutual covenants and agreements herein contained, do hereby agree as follows:

1. Description of Services. The Contractor agrees to furnish all labor services as set forth more fully in Schedule A entitled “Services” hereby referenced and incorporated herein and to attend those events set forth in a Schedule B entitled “Compensation and Attendance Schedule” hereby referenced and incorporated herein.
2. Home Games. The parties understand and agree that it is the primary responsibility of Contractor to attend scheduled athletic events at the School’s premises or designated “home” field, court, or applicable venue throughout the school year as determined by the athletic director. In the event that there are two home athletic events subject to this Agreement scheduled at the same time, the School’s athletic director or other designee shall notify the Contractor whether the Contractor shall divide his/her time between the scheduled athletic events subject to the Agreement or whether the Contractor shall only attend one of the scheduled events.
3. Site of Services and School Support of Programs. The School shall provide at its sole cost and expense appropriate space for the rendering of any sports medicine program services including, but not limited to, appropriate equipment for the development of preventative programs and an appropriate level of sports medicine supplies for the use of its students. The School shall be solely responsible for determining the times of practice and for scheduling all athletic events subject to this Agreement. The School shall facilitate and notify Contractor of any communications and schedule changes between the School, coaches and the Contractor. The School shall submit to the Contractor within fourteen (14) calendar days after the Effective Date all school holiday practice/game schedules subject to this Agreement. The School agrees to provide appropriate support for the development of a sports medicine program and the Services to be provided in connection with its sports medicine program and athletic practices and events and shall designate an individual(s) (athletic director(s)) to directly monitor and evaluate compliance of the Contractor. The School shall be responsible providing access to all emergency phone locations. The School also shall be responsible for obtaining any consent or authorization necessary to utilize the application described on Schedule C entitled “Players Health Application Schedule” hereby referenced and incorporated herein, to the extent required under the School’s policies or applicable law.
4. Compensation. The School will pay to the Contractor, for the contemplated performance of Services hereunder, sums as set forth fully in the attached Schedule B “Compensation and Attendance Schedule” incorporated herein.



5. Term. This Agreement shall be in full force and effect commencing upon the hiring of a licensed candidate and shall continue through July 31, 2025 (the “Term”) unless terminated earlier by either party upon at least (30) calendar days’ prior written notice to the other party of its intention to terminate.
6. Exclusivity. The School agrees that it has not authorized and during the Term of this Agreement, will not authorize or permit, the endorsement or promotion of any services or products directly or indirectly competitive with services offered by the Contractor and/or any of its affiliates.
7. Independent Contractor. It is hereby understood and agreed that the Contractor, in performing this Agreement, is acting in the capacity of an independent contractor, and that the Contractor is not an agent, servant, partner, nor employee of the School. The Contractor will have control over the work to be performed, and shall be solely responsible to pay its own federal, state and local taxes, salaries, social security payments, and any and all other payments incurred by the Contractor in the performance of this Agreement, as well as perform all necessary legal requirements pertaining to employment. None of the benefits provided by the School to its employees, including but not limited to workers’ compensation insurance, disability insurance, medical insurance, and employment insurance are available from the School to the Contractor and/or any and all of the Contractor’s agents, servants, and employees. The Contractor has no authority hereunder to assume or create any obligation or responsibility, express or implied, on behalf or in the name of the School or to bind the School in any way whatsoever.
8. Insurance. The Contractor shall be responsible for providing general liability insurance, professional liability insurance, and workers’ compensation insurance for its athletic trainers and its Services. The limits of liability for Contractor’s general liability and professional liability insurance policies shall be no less than \$1,000,000.00 per occurrence, \$3,000,000.00 per annual aggregate and workers’ compensation coverage in accordance with applicable federal and state statutory requirements. The School shall be responsible for providing general liability insurance including, premises liability insurance, and professional liability insurance for the activities of its employees. The parties shall provide evidence to each other’s satisfaction that such insurance is in force. The parties shall maintain such insurance coverage during the Term. Appropriate certificates evidencing such insurance shall be provided upon request.
9. Indemnification. Each party (in such case, an “Indemnifying Party”) agrees to indemnify and hold harmless the other party (in such case, an “Indemnified Party”) and the Indemnified Party’s directors, members, managers, officers, employees, subcontractors, agents, representatives, volunteers, successors and assigns from any and all claims, demands, causes of action, losses and damages arising out of or relating to any alleged acts or omissions of the Indemnifying Party in undertaking the Indemnifying Party’s duties under this Agreement. Provided, however, that the School shall not be obligated to indemnify or hold harmless the Contractor for any and all claims, demands, causes of action, losses and damages arising out of or relating to any alleged acts or omissions from which the School is immune from prosecution or liability under applicable state law.
10. Force Majeure. Neither party shall be liable for any delay, failure or inability to perform its obligations (except the obligation to make payments as provided on Schedule B) under this Agreement due to any cause beyond its reasonable control including, but not limited to, Acts of God, civil disturbances, accidents, equipment breakdowns, utility failures, and unavailability of personnel due to disability, leaves or other reasons.
11. Notices. All notices under this Agreement shall be made in writing and shall be deemed to have been given if personally delivered or transmitted by facsimile during regular business hours, or



mailed by certified mail, postage pre-paid, return receipt requested, to the School at its last known address, and, if sent to Contractor, addressed to ATI Holdings, LLC, 790 Remington Blvd., Bolingbrook, IL 60440, Attn: Sports Medicine Director.

12. Assignment. The Contractor shall have the right to subcontract any of the Services to qualified and duly certified personnel and the Contractor shall remain solely liable for the oversight and performance of such personnel.
13. Non-Solicitation. The School agrees that during the Term and for a period of twelve (12) months after termination of the Agreement, the School shall not without prior written approval of the Contractor directly or indirectly, take any action that constitutes, results or may reasonably be expected to result in soliciting, inducing or encouraging any of the Contractor's employees (presently or affiliated with the Contractor in the then most recent twelve (12) month period) to curtail or terminate such person's affiliation or employment, or taking any action that results in, or might reasonably be expected to result in, any employee ceasing to perform services for the Contractor. Nothing herein shall limit the School's right to post opportunities in publications or on-line websites of general or trade circulation, or to engage, hire or recruit any person who responds to such a posting.
14. Severability. In the event that any provision of this Agreement, or application of such provision to persons or circumstances is held to be invalid, illegal, or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid, will not be affected thereby, and shall be construed as if such invalid provision had never been contained herein and shall remain valid and enforceable according to its terms.
15. Entire Agreement. This Agreement supersedes and replaces all prior agreements between the parties with respect to the Agreement's subject matter. This Agreement may not be amended or rescinded except by the mutual written consent of authorized representatives of the parties.
16. Governing Law. This Agreement shall be governed by state law in the state in which services are rendered, without regard to rules of conflicts of law.
17. WAIVER OF JURY TRIAL. THE PARTIES IRREVOCABLY WAIVE THEIR RIGHTS TO A JURY TRIAL.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CONTRACTOR

ATI Holdings, LLC

By: _____
Name: Ray Wahl
Title: COO

SCHOOL

West Chicago High School

By: _____
Name:
Title:



Schedule A

Services

The Contractor, with the approval of the School, shall designate an individual to provide the athletic training services described in this Agreement while serving as an athletic trainer to the School (“Services”). The Services shall consist of:

- (a) Assistance in the coordination of the sports medicine program at the School.
- (b) Advising the School on supplies and training equipment needed for the sports medicine program.
- (c) Assisting the School faculty and athletic coaching staff in the design and implementation of a student sports medicine program.
- (d) Assisting the School faculty and athletic coaching staff in the design and implementation of a continuing education program for the School’s athletic coaching staff.
- (e) Providing conditioning and flexibility training suggestions to the School coaching staff under the direction of a licensed physician to be provided through the School.
- (f) Assistance in monitoring athletic injuries and assistance in developing an injury prevention training program under the direction of a licensed physician to be provided through the School.
- (g) Coordinating and providing injury follow-up and evaluation to assist the treating physicians of students.
- (h) Attendance at the School’s practices, games and other functions as set forth on the attached Schedule B, unless the School has scheduled two or more events at the same time. In such instance, Contractor’s athletic trainer, in conjunction with the School’s athletic director, shall determine which athletic events are to be covered.

The parties acknowledge that from time to time Schedule A may be modified by mutual written consent of parties.



Schedule B

Compensation and Attendance Schedule

The Contractor will provide two (2) certified athletic trainers for the school terms of August 1 2022- July 31 2025 for approximately 80 hours per week during the school year. Coverage shall not exceed 6 days per week. All of the expenses of the Contractor’s athletic trainer are included at no additional charge, except when the School requests the athletic trainer to participate in an out-of-town athletic event requiring travel or overnight lodging. In such instances, the School shall pay the direct costs of such additional expenses as they are incurred by or on behalf of the athletic trainer. In the event that the School desires the Contractor’s athletic trainer to cover other School sporting events (those not indicated on Schedule B), the Contractor and the School will attempt to mutually agree on the coverage of the event and the additional fee for such coverage. The Contractor’s athletic trainer will only cover state sanctioned events. If the School is not a member of a state association, the Contractor’s athletic trainer will only cover school sanctioned events or practices. All events or practices covered are to be mutually agreed upon by the athletic trainer and the athletic director.

The School will provide the Contractor with an opportunity to display signage and banners at each of the athletic events in prominent locations and will allow the Contractor to place information regarding the Contractor’s services and various programs in the School and at the site of the athletic events. The School will allow the Contractor to display the School name and logo and state that it is the “Preferred Sports Medicine Affiliate” for the School on the Contractor’s marketing and advertising materials including, but not limited to, the website used by the Contractor in its business, marketing brochures, posters and other marketing materials. The School will comply with, if provided to school by Contractor, a minimum of one (1) PA announcement (script written by the Contractor) during all home games (with announcer present), and pre-game announcement stating sports medicine services are provided by the Contractor.

Year One: 2022-2023	\$95,000
Ten monthly statements sent each in the amount of	\$9,500
Year Two: 2023-2024	\$97,850
Ten monthly statements sent each in the amount of	\$9,785
Year Three: 2024-2025	\$100,786
Ten monthly statements sent each in the amount of	\$10,078.60
Year Four (optional extension): 2025-2026	\$103,809
Ten monthly statements sent each in the amount of	\$10,380.90
Year Five (optional extension): 2026-2027	\$106,923
Ten monthly statements sent each in the amount of	\$10,692.30

Billing will be sent on a monthly basis in September through June for review and payment shall be sent to the following address:

ATI Physical Therapy
62718 Collection Center Dr.
Chicago, IL 60693-0627

Taking Physical Therapy to a Higher Level



Considering the uncertainty with regard to the COVID-19 pandemic, the parties acknowledge, understand, and accept that should one or more seasons be cancelled, shortened, or otherwise reduced during the Term of this Agreement, the School shall have the option to (1) terminate the Agreement in accordance with Section 5 and shall only be responsible for the amount due through the termination date prorated based upon the number of days elapsed during the then-current school year (commencing August 1 and ending May 31), or (2) notify Contractor and keep the Agreement active at fifty percent (50%) of the annual fee commencing upon the School's delivery of written notice.



Coverage:

Athletic Training Room and Game coverage are based on approximately 40 hours per week.

Traveling coverage will only be for Sophomore/Varsity football games unless mutually agreed upon between the School and the Contractor.

Additional athletic training coverage can be requested at a rate of \$40 per hour

Fall:

Coverage for all levels at all home contests for the following sports:

Football, Boys/Girls Cross Country, Boys Soccer, Girls Volleyball, Girls Tennis, Girls Swimming and Diving and any tournament hosted by the School. Injury evaluation will be available at the school for sports participating in games and practices at offsite venues.

Winter:

Coverage for all levels at all home contests for the following sports:

Boys/Girls Basketball, Boys/Girls Wrestling, Boys Swimming and Diving, and any tournament hosted by the School. Injury evaluation will be available at the school for sports participating in games and practices at offsite venues.

Spring:

Coverage for all levels at all home contests for the following sports:

Boys Baseball, Boys Tennis, Girls Softball, Boys/Girls Track and Field, Girls Soccer, Boys Volleyball, Girls Badminton, and any tournament hosted by the School. Injury evaluation will be available at the school for sports participating in games and practices at offsite venues.

Summer:

Coverage during the months of June and July will be provided up to 35 hours per week by one (1) Athletic Trainer. Additional hours will be determined based upon mutual agreement between the School and the Contractor at a rate of \$40 per hour.



Schedule C

Players Health Application

The Contractor has contracted with Ao1 Solutions, Inc. d/b/a Player's Health ("PH"), for the Contractor's use of PH's documentation platform (the "PH Platform"). The Contractor believes that the PH Platform will allow the School and the Contractor to better manage intake and injury documentation in a secure environment, as well as improve communications and reporting on injuries and care. The PH Platform has reporting capabilities that will allow the School and the Contractor to create injury tracking and other reports that the Contractor believes can enhance its Services to the School, as well as provide access to bench-marking data to better evaluate and improve the effectiveness of the Services.

Under the Contractor's agreement with PH, PH is permitted to access and analyze de-identified data within the PH Rehab platform for the purposes of analyzing how organizations and health care providers manage health risk including identifying health and risk management best practices that will produce the most effective outcomes for the purpose of developing insights to standardize best practices ensuring sports organizations are nationally contributing to the safest on-field environment possible. PH is permitted to analyze incident tendencies by age, sports, region, body part, playing surface, etc. to better understand how incidents happen in order to assist sports organizations with new rule changes and best practices to mitigate the likelihood of an incident happening. PH also may analyze the care that is provided to athletes, costs associated with an incident, and provider information in order to assist in understanding the most effective treatment for a specific injury of an athlete at various ages. The contract requires that any and all access and use of shall comply with applicable law, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA), as such laws may be amended from time to time. PH has agreed to share this information and analysis with the Contractor in order to better improve the Services. Any and all other uses of information by PH is prohibited under the Agreement.

In order to utilize the PH Platform, the School agrees to obtain any consents or authorizations which may be required under the School's policies or applicable law for the Contractor to populate the PH Platform with information provided by the School relating to the Services. It is understood that Contractor and the PH Platform will be subject to the direction of the School with respect to the use and maintenance of any information provided by the School. By providing information for use in the PH Platform, the School agrees that Contractor and PH may use the information as described above.