



## Services Agreement

THIS SERVICES AGREEMENT (this “Agreement”) is made this 24th day of May, 2023 (the “Effective Date”), between Geneva Community Unit School District 304 (the “School”) and ATI Holdings, LLC, an Illinois limited liability company (the “Contractor”).

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. School acknowledges and agrees that the Services are not a substitute for the services of a physician and shall not involve the practice of medicine as regulated by applicable law, and that Contractor shall perform the Services under the direction and control of the School and its athletic trainers, physicians, employees and agents.
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 personnel shall divide time between the scheduled athletic events subject to the Agreement or whether personnel 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, as well as technology necessary for Contractor to deliver, document and manage care, whether on-site or via telehealth solutions, including, but not limited to, computer and internet access. The School shall obtain and maintain executed consents from each athlete or participant allowing the Contractor’s personnel to provide medical assistance and/or treatment to such persons, and, if the athlete or participant is under the age of 18, the consent also must be executed by such person’s parent or legal guardian. If the School desires to receive any protected health information of an athlete or participant from the Contractor, the School will cause such person (or their parent or legal guardian) to execute and deliver an acceptable authorization to release medical information. 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 must submit schedule changes at least fifteen (15) business days prior to the event in order to facilitate availability of personnel. 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 for providing access to all emergency communications. 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. Neither party shall unlawfully discriminate against personnel involved in the provision of Services under this Agreement on the basis of race, religion, sex, color, age, disability, national origin, military service or any other basis prohibited by 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. Payment is due within thirty (30) days of the invoice date. The Contractor may assess interest at a rate of 1.5% per month or the highest rate of interest permitted by law (if lower) for payments past due until payment is made, and the School shall be responsible for costs of collection incurred by Contractor, including reasonable attorneys' fees and court costs.
5. Term. The initial term of this Agreement (the "Initial Term") will be one (1) year(s) commencing at the start of Services at the School, unless sooner terminated as provided herein, and thereafter will automatically renew for successive additional one-year periods (each a "Renewal Term" and together with the Initial Term, the "Term"), unless sooner terminated as provided herein, provided that the parties shall mutually agree to the fees applicable during any renewal year(s) prior to such renewal (and otherwise the Term will end). Either party may terminate this Agreement in the event of a breach of this Agreement that is not cured within thirty (30) days after written notice, provided that if the breach cannot be cured within the 30-day period, the breaching party shall have additional time of not more than sixty (60) days to cure provided such party actively pursues cure. The Contractor may terminate this Agreement upon written notice if Client fails to pay any amount owed hereunder within forty-five (45) days of the date due, and either party may terminate this Agreement upon sixty (60) days' prior written notice.
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, Limitation of Liability. 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. Notwithstanding the foregoing, the School shall not be obligated to indemnify or hold harmless the Contractor for any 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. In no event will either party be liable to the other for any incidental or consequential damages claimed to have arisen under or relating to this Agreement.
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 herein) 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, as may be updated by written notice.
12. Assignment. The Contractor shall have the right to subcontract any of the Services to qualified and duly certified personnel provided that the Contractor shall supervise and oversee the 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 Contractor's personnel providing Services under this Agreement (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 otherwise solicit, hire or assist others in soliciting or hiring such persons. Nothing herein shall limit the School's right to post opportunities in publications or on-line websites of general or trade circulation, which shall not be a breach of this Agreement provided that it is not directed to Contractor's employees covered by this Agreement.
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. This Agreement may be assigned to an affiliate of the Contractor or a party acquiring its assets or equity related to this Agreement. Each person executing this Agreement hereby represents and warrants that they have the full authority to execute this document on behalf of their respective party.
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: Fran Kosinski

Title: Senior Vice President, Health Services

**SCHOOL**

Geneva Community Unit School District 304

By: \_\_\_\_\_

Name:

Title:



## Schedule A

### Services

The Contractor shall designate an individual to provide the athletic training services described in this Agreement while serving as a head 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 School will confer with the Contractor regarding its selection of team physician and any proposed change to its team physician. 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 trainer(s) during the coverage periods below for approximately 40 hours per week during the school year. Coverage shall not exceed six (6) days per week or 40 hours per week. Additional coverage, to the extent available, may be subject to additional per-diem rates. The Contractor will be given a reasonable period of time to identify personnel to provide Services at the commencement of the Agreement and at any time replacement personnel is necessary due to illness or injury, leave of absence, termination of employment or other circumstances. Temporary unavailability of personnel shall not be a breach of this Agreement, including, but not limited to, in-season use of sick time, paid time off and leave. 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 events requiring travel or overnight lodging to the extent not provided by the School (for example, mileage reimbursement for travel off-campus), which charges will be billed in addition to the fees below. 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 also 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; and the School will place the Contractor’s logo and link to Contractor’s website on the School’s official website athletic page with an announcement that the Contractor is the “Official Sports Medicine Provider” for the School. The School also will provide 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. The School also will provide Contractor an opportunity to meet with appropriate school personnel regarding potential partnering opportunities for Contractor to provide direct-to-employer services in connection with the School’s health benefits coverage, and, on at least a quarterly basis, an opportunity to provide education to the school’s students, faculty and, if applicable, faculty union representatives on services that Contractor may provide to the broader student population, faculty and staff, and school community, and the marketing opportunities set forth below.

Year One: 2023-2024	\$120,000
Ten monthly statements sent each in the amount of	\$12,000
Year Two: 2024-2025	\$123,600
Ten monthly statements sent each in the amount of	\$12,360

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

Considering the uncertainty of the ongoing COVID-19 pandemic, should one or more seasons be cancelled, shortened, or otherwise reduced during the Term, 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 on or about August 1 and ending on or about May 31), or (2) provide written notice that the School requests a reduced fee of fifty (50%) of the above fees commencing upon the School's delivery of the written notice.

Additional marketing activities included in contract:

- Up to 3 social media posts on each of the School's social media sites (including, to the extent available, Twitter, Instagram, 8 to 18 and Facebook) regarding announcements or promotions of Contractor's services with content provided by Contractor
- Injury screen flyers posted in Athletic Training Room and Teacher's Break Area
- [Up to 1 "ATI Night" per season at mutually-agreed home games]
- Promote Contractor to the School's booster clubs and opportunities to discuss Contractor's services with parents and the School community at booster club events
- Placement of Contractor fat-head logos in the training room and other designated athletic areas
- Year-end award event sponsored by Contractor, or Contractor presentation of year-end award at School-sponsored event
- A full-page or half-page ad in School sports programs
- Scoreboard signage (physical or digital) placement where applicable



**Coverage:**

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

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

**Fall:**

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

Boys Football, Boys/Girls Cross Country, Boys Soccer, Girls Volleyball, Girls Swimming and Diving and any tournament hosted by the School.

**Winter:**

Coverage will be given until 6:30p.m., or until the last home contest ends. Coverage for all levels at all home contests for the following sports:

Boys/Girls Basketball, Boys Wrestling, Girls Gymnastics, Boys Swimming and Diving, and any tournament hosted by the School.

**Spring:**

Coverage will be given until 6:30 p.m., or until the last home contest ends. Coverage for all levels at all home contests for the following sports:

Boys Baseball, Girls Softball, Boys/Girls Track and Field, Girls Soccer, Boys Volleyball, Girls Badminton, Boys/Girls Water Polo, and any tournament hosted by the School.

**Summer:**

Provide coverage up to 40 hours per week at the school during the summer months of June and July. Schedule will be determined upon mutual agreement between the Athletic Directors and the contractor. Any additional requested coverage will be billed at a rate of \$60/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.