



November 19, 2019

William J. Cadigan
Law Office of William J. Cadigan, P.C.
33 N. Dearborn St., Suite 2350
Chicago, IL 60602

VIA EMAIL – wcadigan@cadiganlaw.net

Re: FOIA Request Dated November 12, 2019 and received November 12, 2019

Subject: A request for contracts or written agreements of any kind, whether in hard copy or electronic formats, for athletic training and/or therapy services from 2016 to the present.

Dear Mr. Cadigan:

This letter will serve as Oswego Community Unit School District 308's response to your November 12, 2019 request under the Freedom of Information Act (5 ILCS 140/1 et seq.), in which you asked for the above referenced information. Please reference our response to the same FOIA from October 2018 for the information through FY19. To access it, go to www.sd308.org and select *Our District > Freedom of Information Act Request > FOIA Request Responses*, then select *FOIA ID #18-56*. The additional information responsive to your current request is attached.

To promote district transparency and assist others who may have a similar question, this responsive document will be posted online on the district's website. To access it, go to www.sd308.org and select *Our District > Freedom of Information Act Request > FOIA Request Responses*, then select *FOIA ID #19-55*.

Please be advised that to comply with your FOIA request, the district incurred an expense that comprised of the cost of labor and resources used to search for records responsive to your request

Please let me know if you have additional questions. Thank you.

Mary Anne Buckley

Mary Anne Buckley
Freedom of Information Officer

ATHLETICO

PHYSICAL THERAPY

Athletic Training Services Agreement

This ATHLETIC TRAINING SERVICES AGREEMENT (together with all attachments incorporated herein, this "Agreement") is made and entered into as of February 4, 2019 by and between Athletico Management, LLC, a Delaware limited liability company ("Athletico"), and Oswego High School ("Client" and, together with Athletico, each a "Party" and, collectively, the "Parties").

WHEREAS, Client desires to engage Athletico to provide, as an independent contractor, athletic training services to Client on the terms and conditions set forth in this Agreement, and Athletico desires to provide such services.

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

1. **Engagement.** Client hereby engages Athletico, on an independent contractor basis, to provide the athletic training services set forth on Exhibit A (the "Services") to Client on the terms and subject to the conditions set forth in this Agreement. Client hereby acknowledges and agrees that (a) the Services shall in no way be considered a substitute for the services of a physician, (b) The Services shall not involve the practice of medicine as regulated by the Illinois Department of Financial and Professional Regulation, (c) the Services are regulated by the Illinois Department of Financial and Professional Regulation under the Illinois athletic training practice act and (d) Athletico shall perform the Services solely under the direction and control of Client and its athletic trainers, physicians, employees and agents.
2. **Compensation.** In compensation for the Services, Client shall (a) perform each obligation set forth under the heading "Client Responsibilities on Exhibit A and (b) pay Athletico the fees set forth on Exhibit B.
3. **Late Payments:** As provided in the *Illinois Local Government Prompt Payment Act*, all payments not received by Athletico within thirty (30) days after the date of Client's approval shall bear interest at the rate of 1% per month (or the highest rate permitted by applicable law, if lower) until final payment is made. Client shall be responsible for all costs of collection incurred by Athletico, including court costs and reasonable attorneys' fees.
4. **Term of Agreement.** The term of this Agreement (the "Term") shall be from June 9, 2019 through June 12, 2021. Notwithstanding the foregoing, (a) either Party may terminate this Agreement immediately by notice upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, upon the other Party making an assignment for the benefit of creditors or admitting in writing its inability to pay its bills, upon the other Party's insolvency or upon the other Party ceasing to do business; (b) either Party may terminate this Agreement upon notice in the event of a breach of this Agreement by the other Party that is not cured within thirty (30) days after written notice thereof; and (c) Athletico may terminate this Agreement upon notice if Client fails to pay any amount owed hereunder within sixty (60) days after the date on which such amount was due; and (d) Athletico may terminate without cause on thirty (30) days prior written notice to Client.
5. **Opportunities.** Prior to entering into any agreement with a third party for physical therapy or athletic training services or for sponsorship in the designated category described in this Agreement, Client shall first offer the opportunity to Athletico on the same terms and conditions as offered to or by the third party. Athletico shall have thirty (30) days during which to accept said offer. If Athletico does not accept said offer within thirty (30) days, Client may accept the third party offer. If Client does not enter into an agreement with the third party on the terms and conditions offered to Athletico within ninety (90) days after the expiration of such thirty (30) day period, Client's right to enter into the agreement shall expire and the procedure described in this Section 5 shall again be applicable.
6. **Insurance.** During the term of this Agreement, each Party shall procure and maintain adequate and commercially reasonable insurance coverage (including, in the case of Athletico, professional liability coverage) from financially responsible insurance companies duly authorized to provide such insurance in the state of such Party's organization, which insurance shall be in full compliance with all applicable statutory requirements. Client shall add Athletico as an additional insured under its liability insurance policy and provide evidence thereof upon Athletico's written request.
7. **Indemnification and Waivers.**
 - a. **Athletico.** Athletico shall indemnify, defend, and hold harmless Client, its directors, officers, and agents from and against any and all liability, suits, claims, losses, damages, costs and expenses, including, without limitation, reasonable attorney's fees and court costs, to the extent caused by, resulting from or related to (i) any negligent or reckless act or omission, or intentional misconduct, of Athletico, or any of its employees or agents, in performing this Agreement, (ii) any breach of this Agreement by Athletico or (iii) the failure of any equipment supplied by Athletico.
 - b. **Client.** Client shall indemnify, defend and hold harmless, Athletico, its affiliates, officers, agents and employees, from and against any and all liability, suits, losses, damages, costs and expenses whatsoever, including, without limitation, reasonable attorney's fees and court costs, to the extent caused by, resulting from or related to (i) any act or omission, or intentional misconduct, of Client, or any of its employees or agents, in performing this Agreement, (ii) any breach of this Agreement by Client, (iii) the failure of any equipment that is not supplied by Athletico or (iv) any event at which the Services are being provided, except to the extent resulting from the provision of the Services by Athletico.
 - c. **Limitations.** In no event shall either Party be liable hereunder (whether in action in negligence, contract or tort or otherwise) for any indirect, incidental, special, consequential or punitive damages. Athletico's aggregate liability related to this Agreement shall not exceed the aggregate fees paid to Athletico by Client hereunder, except to the extent such liability is caused by, or results from, Athletico's reckless act or omission or intentional misconduct.
 - d. **Participant Waiver of Liability.** Client shall collect and maintain executed liability waivers from each participant which include an express consent to have Athletico's athletic trainers, physical therapists, massage therapists or other personnel provide participant with medical assistance and/or treatment and agreement by the applicable participant to hold harmless and indemnify all such Athletico personnel from all liability, loss, cost or other claim of damage whatsoever, including, injury, death or damage to property. If any participant is under the age of 18, such

e. **HIPAA Waivers.** If Client desires to receive any protected health information of a participant from Athletico, Client shall cause such participant (or such participant's parent or guardian if such participant is under the age of 18) to execute and deliver to Athletico an acceptable Authorization for Release of Health Information.

f. **Management Plans.** Notwithstanding the foregoing, Client is responsible for designing and implementing its concussion management plan in compliance with applicable state and federal laws, and Athletico shall not have any responsibility or liability for the design or implementation for such plan.

- a. **Governing Law/Arbitration.** This Agreement shall be governed by the laws of the State of Illinois (excluding its choice of law principles). The parties agree that any disputes arising hereunder that the Parties cannot resolve themselves shall be settled by binding arbitration with a single arbitrator agreed to by the Parties, or if the Parties cannot agree, by a single arbitrator selected by the American Arbitration Association, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitration proceeding shall be conducted using the Federal Rules of Evidence and the Federal Rules of Civil Procedure, to the extent applicable. Unless the parties agree otherwise in writing, the arbitration hearing shall be held in DuPage County, Illinois.
- b. **Compliance with Laws.** Each Party shall comply with all applicable laws and regulations, including, without limitation, those governing the release and handling of patient medical records. Client shall not request any Service, the performance of which would require Athletico to violate any applicable wage and hour law or other law related to working conditions. Client represents that it has informed Athletico of all job requirements that are reasonably necessary for Athletico's certified athletic trainers to provide the Services.
- c. **Severability.** If any provision of this Agreement is held to be invalid as applied to any fact or circumstance, it shall not effect the remaining provisions or the same provision as applied to any other fact or circumstance.
- d. **Counterparts/Electronic Delivery.** This Agreement may be executed in multiple counterparts, and by facsimile, portable document format (.pdf) or other electronic means, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement.
- e. **Entire Agreement.** This Agreement contains the entire agreement between the Parties and supersedes any and all other agreements between the Parties, either oral or in writing, with respect to the subject matter of this Agreement.
- f. **Change in Law.** If either Party determines that this Agreement would violate any applicable law, rule or regulation, or that there is a change in the law, whether or not that change has gone into effect, and such change has had, or is reasonably likely to have, a material adverse effect on such Party's rights or obligations under the Agreement or the cost to provide the Services under the Agreement, this Agreement shall be immediately suspended upon written notice to the other Party to the extent necessary to resolve the issue, and the Parties shall negotiate in good faith in an effort to agree on appropriate revisions to this Agreement to reach a resolution to the issue, including renegotiating the terms of **Exhibit A** or **Exhibit B** attached hereto. If the Parties are unable to agree upon appropriate revisions within thirty (30) days after commencing such negotiation, either Party may terminate this Agreement upon notice to the other Party.
- g. **Inability to Perform.** Each Party's obligations under the Agreement shall immediately cease if such Party is unable to perform its obligations by reason of physical disaster, governmental acts, labor difficulties, strikes or other circumstances beyond the control of such party, but such obligations shall resume when such Party is no longer unable to perform. Each Party shall provide the other Party with notice if it becomes aware of any occurrence or circumstance that could materially impair such Party's ability to carry out its duties and obligations under this Agreement.
- h. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent; provided that Athletico may freely assign this Agreement to any affiliate or to any entity who acquires a majority of its ownership interests or a majority of its assets or the assets of any business unit of Athletico.
- i. **Non-Interference.** During the Term and for a two (2)-year period thereafter, Client shall not induce or attempt to induce any employee of Athletico or its affiliates to terminate his or her employment with Athletico, or otherwise solicit, hire, or recommend that any third party hire, any employees of Athletico or its affiliates, or otherwise assist any third party in connection with any of the foregoing actions, without the written approval of Athletico.
- j. **No Discrimination.** Neither party shall discriminate against any person on the grounds of race, color, national origin, religion, age, disability or any other classification protected by applicable law in discharging its respective duties and responsibilities under this Agreement. It is the policy of Athletico to provide equal employment opportunities for all qualified applicants and employees, without regard to race, color, creed, religion, sex, national origin, nationality, ancestry, citizenship status, age, pregnancy, childbirth, marital status, sexual orientation (including gender-related identity), physical or mental disability, genetic information, H.I.V. status, status as a victim of domestic violence, order of protection status, military status, unfavorable discharge from military service, veteran status, liability for service in the Armed Forces of the United States or any other classification protected by applicable law.
- k. **Waiver.** No waiver of any provision hereof shall be effective unless expressly made in writing and executed by the Party making the waiver. The failure of any Party to insist on performance of any term or condition of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the further performance of any such term or condition, and the obligations of the Parties with respect thereto shall continue in full force and effect.

- l. **Captions.** The captions used in this Agreement as headings of the various sections are for convenience only and are not and shall not be used to construe any part of this Agreement.
- m. **Authority to Execute.** Each Party hereby represents and warrants that the party executing this Agreement on its behalf has full authority to execute this Agreement on its behalf.
- n. **No Partnership.** Nothing in this Agreement is intended to, or shall be construed to, constitute or establish an agency, partnership, joint venture, franchise or fiduciary relationship between the Parties. Neither Party shall have the right, or shall hold themselves out to have the right, to bind the other Party, nor shall either Party be responsible for the acts or omissions of the other except as expressly provided herein.
- o. **Confidentiality.** Each party will keep the terms of this Agreement confidential, except as required by applicable law or legal process.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

ATHLETICO MANAGEMENT, LLC

By: 
Jason Barnack, Vice President of Outreach Services

OSWEGO HIGH SCHOOL

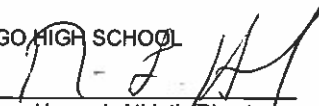
By: 
Darren Howard, Athletic Director

EXHIBIT A

ATHLETICO RESPONSIBILITIES:

Athletico will be the preferred provider of athletic training coverage for Client and will provide the following athletic training services:

- a. Two (2), certified athletic trainer will be available after school 2:30pm Monday-Friday for pre-event taping, home event coverage for IHSA sanctioned events and away football contests, injury assessment, post-game follow-up and rehabilitation for the Fall, Winter, and Spring seasons for the 2019-2020 and 2020-2021 school years. Coverage will also be made available on Saturdays per practice and home event schedule. Each Athletic Trainer will be assigned for coverage at 40 hours per week per season. The foregoing services shall be considered "Regular Services" for purposes of this Agreement; provided that any hours in excess of 40 hours per week shall be considered "Additional Services" and (ii) any Services provided on Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day or New Years Day (or, to the extent any such holiday falls on a weekend, the weekday on which such holiday is observed) shall be considered "Additional Services."
- b. One (1), licensed, certified athletic trainer will be available for summer camp coverage up to 160 hours. Summer hours will be mutually agreed upon between Athletico and Client by May 1st of each year. The foregoing services shall be considered "Additional Services" for purposes of this Agreement.
- c. Upon request, and if available, an Athletic Trainer will be provided for both home and away state competitions; provided that any such services (other than coverage for away football contests as provided above) shall be considered "Additional Services" for purposes of this Agreement. Requests for coverage should be made within twenty-four (24) hours of notification of contest date and site to Athletico Manager of Athletic Training Services. Parameters of travel include:
 - i. Travel days to be inclusive of the 40 hours weekly allotment per athletic trainer. Start time is defined as departure for travel and end time is defined as return.
 - ii. Travel accommodation including transportation, lodging and food will be paid for by Client.
- d. As needed and upon reasonable advance notice, Athletico shall use reasonable efforts to make an Athletic Trainer available at times other than those listed below in response to the special needs of the Client as needed and shall provide those services as outlined above. Such instances could include unscheduled events, acute injury circumstances, school affiliated functions, training sessions for coaches and staff and other situations which may arise. In all instances, the Client agrees to use reasonable efforts to provide Athletico with advance notice of all such additional requirements, as well as any schedule changes. The foregoing services shall be considered "Additional Services" for purposes of this Agreement.
- e. Coverage shall include on-site injury care and evaluation as well as assistance on all matters pertaining to the health and well-being of the athletes, including, without limitation, the coordination of follow-up treatment and rehabilitation as necessary for all injuries sustained by athletes.
- f. Coverage shall include the use of modalities as indicated by the Illinois athletic training practice act.
- g. Maintenance of complete and accurate records of all athletic injuries and treatment rendered.
- h. Athletico shall provide Education to the, board members, coaches, players, and parents of Client on the importance of medical care and follow-up necessity with an Athletico facility after injury.
- i. Student-athletes, families, coaching and administration staff of the Client will have access to all Athletico centers for complimentary injury assessments to the extent permitted by applicable law.
- j. Athletico shall provide a 10-15 minute lecture introducing services available to Client at the Client's athletics introduction meeting.
- k. Assistance with IHSA body fat testing for wrestlers.
- l. Preferred pricing through current vendor relationships for athletic training supplies and concussion baseline testing purchased by Client.

CLIENT RESPONSIBILITIES:

- a. Client must submit schedule changes within fourteen (14) business days prior to event in question. Failure to do so will mean possible forfeiture of coverage, depending on available personnel.
- b. Name Athletico as "The Official Provider of Physical Therapy and Athletic Training for Oswego High School" in all press releases, radio spots, newsletters, related materials and website. Athletico will be designated as the exclusive provider in the Physical Therapy, Occupational Therapy, Athletic Training, Work Rehab and Sports Medicine category.
- c. Client shall cause each athlete to obtain all equipment required by any applicable laws, rules or industry and/or governing body standards or policies or as needed to protect against all foreseeable or unforeseeable injuries. Neither Athletico nor any of its athletic trainers, employees, or other agents makes any representations or warranties regarding any equipment not specifically provided by Athletico and none of the foregoing shall be liable for any failure of any equipment to function properly.
- d. Client shall establish a link, logo and information pertaining to Athletico's assigned certified athletic trainer and all Athletico services to Client website.
- e. Client shall educate the players and parents of their teams on the importance of medical care and follow-up if necessary with an Athletico facility after injury.
- f. Client shall provide a link and logo to Athletico, and by doing so, grants unconditional use of all such images for use on the www.athletico.com website affiliation section, or any other website maintained by Athletico for purposes of promoting its athletic training services to others.
- g. Client shall place one Athletico banner in the main gymnasium and football field for the Term of the Agreement.

EXHIBIT B

COMPENSATION:

As compensation for all Regular Services, Client shall pay Athletico the sum of \$68,746.32 for the 2019-2020 and 2020-2021 school years. The \$68,746.32 amount shall be invoiced and payable in installments as follows:

June 9, 2019-June 13, 2020			\$34,373.16
First Installment:	Due September 15, 2019	=	\$11,457.72
Second Installment:	Due December 15, 2019	=	\$11,457.72
Third Installment:	Due March 15, 2020	=	\$11,457.72
June 14, 2020-June 12, 2021			\$34,373.16
First Installment:	Due September 15, 2020	=	\$11,457.72
Second Installment:	Due December 15, 2020	=	\$11,457.72
Third Installment:	Due March 15, 2021	=	\$11,457.72

All invoices submitted by Athletico hereunder shall be sent to the following address or, if no address is set forth on this Exhibit B, to the address set forth in Section 8:

Oswego High School
4250 Route 71
Oswego, IL 60543
Attention: Darren Howard, Athletic Director
P: 630-636-2023
E: dhoward@sd308.org

Any Additional Services performed by Athletico shall be billed to Client a rate equal to \$25.00 per hour.

Additional Services will be invoiced on a monthly basis via mail based on actual hours worked. Client shall pay each invoice in full within 2 weeks after invoice date.



Services Agreement

THIS SERVICES AGREEMENT (this "Agreement") is made this 13th day of February between Oswego East 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.
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 on August 1st, 2019 through and including July 31st, 2021 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) 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: Jason Pequette

Print Name: Jason Pequette

Title: Sr. Director of Sports Medicine

SCHOOL:

Oswego East High School

By: Robert Kaminski

Print Name: Robert Kaminski

Title: Athletic Director



Schedule A

Services

The Contractor, with the approval of the School, shall designate individuals to provide the physical therapy services described in this Agreement while serving as athletic trainers 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.



Compensation and Attendance Schedule

The Contractor will provide two (2) certified athletic trainer for the school terms of August 1st, 2019 through and including July 31st, 2021 for approximately 80 hours per week during the school year. 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 place the Contractor's logo and text link on the School's official website with an announcement that the Contractor is the "Official Sports Medicine Provider" for the School. The School will comply with 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: 2019-2020	\$48,500
Three seasonal statements sent each in the amount of	\$16,166.67
Year One: 2020-2021	\$50,000
Three seasonal statements sent each in the amount of	\$16,666.67

Billing will be sent on a seasonal basis in September, December and March for review and payment shall be sent to the following address:

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



Coverage:

Athletic Training Room and Game coverage are based on 80 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:

Coverage during the months of June and July will be provided at 30 hours /week



AMENDMENT TO SERVICES AGREEMENT

This Amendment ("Amendment") is made as of this 30th Day of May, 2019, by ATI Holdings, LLC ("Contractor") and Oswego East High School ("School"), for the purpose of amending that certain Services Agreement (the "Agreement") dated February 13, 2019, with reference to the following facts:

A. 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"), as further described herein.

B. The parties wish to amend the Agreement by incorporating the terms described herein relating to the School's and Contractor's use of the PH Platform.

NOW THEREFORE, in consideration of the mutual promises contained herein, it is agreed between the Parties to amend the Agreement as follows:

1. **Use of the PH Platform.** The Agreement is amended to incorporate the terms of Schedule C in the form attached to this Amendment. The School will be responsible for obtaining any consent or authorization necessary to utilize the PH Platform to the extent required under the School's policies or applicable law.

2. **Scope.** All other provisions of the Agreement not otherwise modified herein shall remain in full force and effect.

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

CONTRACTOR

ATI Holdings, LLC

By: [Signature]
Name: Brent Mack
Title: COO

SCHOOL

[SCHOOL]

By: [Signature]
Name: Kurt F. Weigt
Title: Director of Athletics