

Stanwood Camano School District

TO : BOARD OF DIRECTORS
FROM : GARY PLATT, EXECUTIVE DIRECTOR – BUSINESS SERVICES
SUBJECT : STANWOOD HIGH SCHOOL – CERTIFIED ATHLETIC TRAINER
SERVICES CONTRACT
DATE : NOVEMBER 17, 2015
TYPE : ACTION NEEDED



Attached is a memo from Stanwood High School Athletic Director, Tom Wilfong, recommending board approval of a contract (also attached) with Integrated Rehabilitation Group (IRG). IRG will provide a certified athletic trainer for winter activities. The district used this Mill Creek firm last year for these same services and we have not been able to find any other provider.

The cost of this contract is funded by the activity and athletic allocation to the high school.

Recommendation:

We recommend the board *move to approve the contract with Integrated Rehabilitation Group (IRG) as attached.*



Stanwood High School Athletics

Tom Wilfong, Athletic Director
7400 272nd Street NW
Stanwood, WA 98292
(360) 629-1322 Fax (360) 629-1323

November 5, 2015

To: School Board Members
Dr. Jean Shumate
Dr. Lloy Schaaf

From: Tom Wilfong

Re: Stanwood High School- Certified Athletic Trainer Services Contract

I would like to recommend for board approval the attached Athletic Trainer Services Contract with Integrated Rehabilitation Group (IRG). IRG will provide a certified athletic trainer for the winter sports season. This is the third year we have contracted with them for the same services.

We would like to submit this document for board approval on the November 17th board meeting. Please let me know if you have any concerns with my timeline.

Attachments: Goods and Service Contract and winter times calendar

Developing Leaders
Lead Yourself
Lead an Individual
Lead a Team

Contract for Professional or Consultant Services

Between

Stanwood-Camano School District #401
(Hereinafter referred to as the "District")

And

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

Agreement made to be effective from 11/16/15 to 2/13/16.

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

I. Duties of the Vendor

- A. The general purpose and objective of this Agreement is to establish the contractual terms and conditions allowing the District to employ the services of the Vendor as required during the effective dates of the contract as follows:
1. Provide an on-site licensed ATC (Athletic Trainer Certified) to work as the winter athletic trainer responsible for the following:
 - a. Evaluation and treatment of athletic injuries at practices and games.
 - b. Supervise winter student athletic trainers.
 - c. Follow state and Stanwood High School concussion policies and procedures.
 - d. Receive certification as a WIAA weight management assessor.
 - e. Maintain appropriate athletic injury records.
 - f. Communicate injuries/treatment with parents when appropriate.
- B. In order to accomplish the conditions of this Agreement, the Vendor shall provide all necessary professional services, with due diligence, to perform the following specific duties:
2. Provide the district the following:
 - a. A completed W-9 form.
 - b. An ATC for the 11 week/215 hour regular season for a total payment not to exceed \$4,878.
 - c. An ATC for the possible 3 week post season. Each week worked will be paid at the rate of \$443.45.
 - d. A monthly invoice providing a detailed listing of weeks worked will be emailed to Roxanne Freberg rfreberg@stanwood.wednet.edu by the 17th of December, January and February in the amount of \$1,626.
 - e. For post-season payments, one invoice will be emailed to Roxanne Freberg following the last week of the post-season. The post-season payments will not exceed \$1,330.35.
- C. The Vendor shall prohibit any employee of the Vendor from working at on the District's property if the employee has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under chapter 9A.42 RCW, the physical injury or death of a child under chapter 9A.32 or 9A.36 RCW (except motor vehicle violations under chapter 46.61 RCW), sexual exploitation of child under chapter 9.68A RCW, sexual offences under chapter 9A.44 RCW where minor is the victim, promoting prostitution of a minor under chapter 9A.88 RCW, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction per 28A.400.300 RCW. This District reserves the right to terminate this agreement without notice as required by the provision of 28A.400.330 RCW.

II. Responsibilities of the District

- A. Designate Tom Wilfong _____ (Phone: 360-629-1321) as the District 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 the terms of this contract and receipt of an invoice.
1. The district agrees to make payments as specified in Section I.3.
 3. The district will pay any fee associated to getting WIAA certified for weight management.
 4. The school will provide training to the ATC of its policies and procedures for covering practices and games.
 5. 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 District in perpetuity for any and all purposes. All items described above shall be provided to and left with the District upon termination of this Agreement by district or upon Vendor's performance, whichever shall occur first. As a limited exception, however, the Vendor may keep and reuse standard forms and standard details that they have already created for use on future projects. The Vendor may also keep a copy of the information that Vendor prepares for its own future reference. All such documents (collectively referred to as "instruments of service") may be utilized by the District for any purpose whatever without additional fee or other payment to the Vendor, provided that use by the District for any purpose other than that intended by such instruments of service shall be at the sole risk of the District.

Vendor and Vendor's employee(s) and agent(s) shall not, without prior written approval of District or District's successor, either during the term of this Agreement or at any time thereafter, directly or indirectly, disclose or give to any person, firm, partnership, corporation, agency or political subdivision of any state of the Federal Government, or any educational agency, institution or organization, any portion of the above described items and properties or any information acquired in the course of or as an incident to the performance of Vendor's duties thereunder, for any purpose or reason.

IV. Independent Contractor Status of Vendor

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

V. Washington State Criminal Identification System Requirement

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

VI. Indemnification & Insurance

Indemnification

Vendor agrees to defend, indemnify and hold the District, and its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with

the performance of services in connection with this Agreement; provided, however, this indemnity shall not apply to the extent of the District's 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. The Vendor shall provide a *Certificate of Insurance* evidencing:

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

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

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

VII. Termination

This Agreement may be terminated by either party, at any time, with or without cause, upon written notification of not less than five (5) days thereof to the other party or earlier, if by mutual consent. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by Vendor or District as of midnight of the 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 District by mail or other means at an earlier date or time.

In the event of termination, District 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 District. No alteration or variation of the terms of this Agreement and no oral understanding or agreement, unless made in writing between parties hereto, shall be binding.

IX. Applicable Law

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

X. Equal Employment Opportunity Compliance Statement

The Vendor agrees not to discriminate against any client, employee, or applicant for employment or for services because of age, creed, religion, race, color, national origin, sex, marital status, sexual orientation including gender expression or identity, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability with regard to, but not limited to, the following: employment upgrading, demotion or transfer,

It is also the responsibility of the undersigned vendor 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 District 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 District.

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, District and Vendor have executed this Agreement consisting of six (6) pages.

Integrated Rehabilitation Group
Vendor Name
Stanwood-Camano School District
26920 Pioneer Hwy
Stanwood, WA 98292

4220 132nd St. SE Suite 202
Vendor Address

Mill Creek WA. 98012
Vendor City, State, Zip
Purchase Order No.

425-686-7657
Vendor Phone Number
Account Code:

425-338-9637
Vendor Fax #

Craig Alexander Director Athlete Training Services IRG Craig.Alexander@irgpt.com
Vendor e-mail

Person authorized to bind said Vendor to the foregoing Agreement


Signature

CRAIG ALEXANDER
DIRECTOR ATHLETIC TRAINING
Printed Name and Title

11/5/15
Date

EIN# 91-1745305
Social Security # or Tax ID #

District Authorization

Signature

Jean Shumate, Superintendent
Printed Name and Title

Date

cc: Superintendent's Office
Business Office
Contractor
Department/School