

SUWANNEE COUNTY SCHOOL BOARD

**PROFESSIONAL/TECHNICAL
SERVICES AGREEMENT**

This Agreement is made as of the date of execution by and between the Suwannee County School Board ("SCSB"), and **H2 Holdco Inc.** ("H2H").

WITNESSED:

WHEREAS, SCSB operates schools and educational institutions and is in need of a qualified, experienced Educational Consultant to provide consulting services for SCSB; and

WHEREAS, H2H may employ and/or contract with qualified and duly licensed and/or certified instructors with expertise and experience in providing educational services; and

WHEREAS, SCSB desires to engage H2H to provide such services for SCSB and H2H is willing to provide such services for SCSB.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the parties agree as follows:

1. ENGAGEMENT; RESPONSIBILITIES OF H2H

A. **SERVICES:** SCSB hereby engages H2H to provide educational consulting services for SCSB as requested by SCSB, and H2H hereby accepts such engagement and agrees to provide said services in accordance with the terms of this Agreement. Said services are described in Exhibit A attached hereto, which exhibit is hereby incorporated by reference into, and made a part of, this Agreement. H2H shall provide said services through employees and/or independent subH2Hs who are qualified and appropriately licensed and/or certified to perform all functions assigned to them by H2H in connection with the provision of services by H2H hereunder.

B. MANNER OF PERFORMANCE OF H2H'S SERVICES

(i) H2H and staff shall perform all services under this Agreement in the manner and means it or he/she chooses, in its or his/her sole and absolute discretion and judgment. H2H and staff shall not be required to comply with SCSB's directions or instructions concerning when, where and how to perform services under this Agreement, but shall have full and absolute discretion in such matters.

(ii) H2H and staff shall not be required to perform services in any order or sequence specified by SCSB.

(iii) H2H and staff shall not be required to attend meetings or participate in training conducted by

SCSB as to specific methods or procedures.

- (iv) H2H and staff shall not be required to work specified hours, but shall have full and absolute discretion with respect thereto.
 - (v) H2H and staff shall not be required to submit any written or oral reports to SCSB except such reports as shall be required by law, regulation, or any governmental authority, including reasons for federal, state, or local compliance purposes.
 - (vi) The H2H and staff shall be responsible for payment of H2H and staff expenses relating to the performance of duties hereunder, including expenses or travel and similar items.
- C. DOCUMENTATION: H2H shall submit to SCSB, on a monthly basis, appropriate documentation of services provided hereunder. Such documentation shall be in SCSB's standard format and shall contain the information reasonably requested by SCSB.

2. REPRESENTATIVES AND WARRANTIES

H2H represents and warrants to SCSB, upon execution and throughout the term of this Agreement, as follows:

- A. H2H is not bound by any agreement or arrangement which would preclude it from entering into, or from fully performing the services required under, this Agreement;
- B. None of the H2H staff has ever had his or her professional license or certification in the State of Florida or in any other jurisdiction denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way.
- C. H2H shall perform the services required hereunder in accordance with:
 - (i) all applicable federal, state, and local laws, rules, and regulations;
 - (ii) all applicable policies of: SCSB, provided that such policies are furnished to H2H in writing;
 - (iii) all applicable Bylaws, Rules, and Regulations of SUWANNEE COUNTY SCHOOLS, provided that such materials are furnished to H2H in writing;
- D. H2H has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for H2H to perform the services required of H2H under this Agreement; and
- E. Each of the H2H staff has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for said staff to perform the functions, assigned to him or her by H2H in connection with the provision of services under this Agreement; and
- F. All H2H staff that are performing services hereunder shall comply with all applicable terms of this

Agreement.

3. INDEPENDENT CONTRACTOR

In performing the services herein specified, H2H is acting as an independent contractor, and neither H2H nor any staff shall be or be considered employees of SCSB. Neither H2H nor any H2H staff shall be under the control of SCSB as to the manner by which results are accomplished, but only as to the results of H2H's work. It is agreed and acknowledged by the parties that, as an independent contractor, H2H staff retains the right to contract with and provide educational consulting services to entities and individuals other than SCSB and its students, and nothing in this Agreement shall be interpreted as limiting or restricting in any way H2H's right to do so. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. H2H shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all H2H staff. H2H hereby expressly agrees to provide SCSB with proof of payment of such withholding taxes solely in the event such SCSB is requested by federal or State tax authorities in connection with services rendered hereunder. Any such proof will be provided on a confidential basis directly to SCSB's counsel for delivery to tax authorities in order to preserve the confidentiality of such records. Neither H2H nor any H2H staff shall be subject to any SCSB policies solely applicable to SCSB's employees.

4. TERM

The initial term of this Agreement shall commence on July 1, 2023 and end on June 30, 2024, unless sooner terminated as provided herein. At the end of such initial term, this Agreement may be renewed for an additional term for the following school year upon the mutual written agreement of the parties.

5. COMPENSATION

For the services rendered pursuant to this Agreement, H2H shall be paid by SCSB, as and for its sole compensation hereunder, the amounts listed in Exhibit C attached hereto, which Exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Notwithstanding the foregoing, no compensation shall be payable to H2H for any services for which H2H has not submitted the documentation required under Paragraph I(C) of this Agreement.

6. BILLING

H2H shall bill SCSB for services provided hereunder on a monthly basis in the month following the month in which services are rendered. Each invoice shall be SB's standard format and contain the information, requested by SCSB, and SCSB shall pay each invoice within **thirty (30) days** after receipt thereof by SCSB. SCSB shall not be required to pay for any services for which H2H does not provide a proper invoice.

7. CONFIDENTIALITY

H2H recognizes and acknowledges that, by virtue of entering into this Agreement and providing services hereunder, H2H and staff may have access to certain confidential information, including confidential student information and personal health information ("PHI"). H2H agrees that neither it nor any H2H staff will at

any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by SCSB in writing, any confidential student information, PHI or other confidential information, and H2H and all H2H staff shall comply with all Federal and State laws and regulations, and all SCSB rules, regulations, and policies regarding the confidentiality of such information. Without limiting the generality of the foregoing, H2H shall comply with the Health Insurance Portability and Accountability Act. H2H may not use or further disclose Personal Health Information (“PHI”) other than as permitted or required by law or this Agreement. In addition, H2H shall:

- Report to SCSB any impermissible use or disclosure of PHI.
- Ensure that any agents, including subcontractors to whom it provides PHI created or received from SCSB agrees to the same restrictions or conditions that apply to H2H.
- Make PHI available in accordance with HIPAA Privacy Rules.
- Make PHI available for amendment and incorporate amendments into PHI in accordance with HIPAA rules.
- Make available the information required to make an accounting of disclosures under the applicable HIPAA law and regulations.
- Make its internal practices, and any information related to the use and disclosure of PHI received from, or created or received by H2H, available to applicable governmental entities.
- Upon termination of the contract, if feasible, return or destroy any and all PHI received from or created or received by the H2H in performance of this Agreement.

8. CRIMINAL BACKGROUND CHECKS

The Legislature amended the Jessica Lunsford Act effective July 1, 2007. This law requires any employee, contractor or vendor who will: (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds; meet Level II Background screening requirements. There are some exceptions. Level 2 screening includes fingerprinting, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation. Level 2 screening may also include local criminal records checks through the local law enforcement agencies.

Level II Background Check – Any vendor providing services under this contract who will (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds, that person shall have a **Level II background check** submitted through the Suwannee County School Board. Documentation of clearance will be on file in the Department of Human Resources in the Suwannee County School Board office. **The H2H shall be required to pay for all costs of the background reports.** If it is discovered during the period of the contract that H2H substituted an unapproved worker for an approved worker, this contract may be cancelled immediately at the instructions of the Suwannee County School Board.

9. AUDITS, RECORDS, AND RECORDS RETENTION

The District or its representative reserves the right to inspect and/or audit H2H’s documents and records as they pertain to the services delivered under this Agreement. Such rights will be exercised with notice to H2H to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this Agreement. Documents/records in any form

shall be open to the District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and H2H in order:

- A. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under this contract.
- B. To retain all H2H records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
- C. That upon completion or termination of this Agreement and at the request of the District, the H2H will cooperate with the District to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph A above.
- D. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the District.
- E. That persons duly authorized by the District and Federal auditors, pursuant to 45 CFR, Part 92.36 (I) (10), shall have full access to and the right to examine any of provider's records and documents related to the services which it provides under this Agreement, regardless of the form in which kept, at all reasonable times and upon reasonable prior written notice for as long as records are retained.
- F. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

10. INDEMNIFICATION

H2H shall indemnify and hold harmless SCSB from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of H2H, its agents, officers, or employees in the provision of services or performance of duties by H2H pursuant to this Agreement. SCSB shall hold H2H harmless and indemnify it from and against damages caused solely by SCSB's acts or omissions.

11. DEBARMENT & SUSPENSION

Suwannee County School Board certifies that, by submission of this document, that neither it nor its agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

12. TERMINATION

- A. TERMINATION WITHOUT CAUSE. Either party may terminate this Agreement without cause by

giving the other party at least thirty (30) days prior written notice.

- B. **TERMINATION FOR BREACH.** Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for thirty (30) days after receipt by the breaching party of written notice of such breach from the non-breaching party.
- C. **IMMEDIATE TERMINATION BY SCSB.** SCSB may terminate this Agreement immediately by written notice to H2H (such termination to be effective upon H2H's receipt of such notice) upon the occurrence of any of the following events:
- (i) the denial, suspension, revocation, termination, restricting, relinquishment, or lapse of any license or certification required to be held by H2H, or of any H2H staff's professional license or certification, in the State of Florida in order to perform the services hereunder, or
 - (ii) conduct by H2H or any of H2H's staff which affects the quality of services provided to SCSB or the performance of duties required hereunder and which would, in SCSB's sole but reasonable judgment, be prejudicial to the best interests and welfare of SCSB or its students;
 - (iii) breach by H2H or any H2H staff of the confidentiality provisions of Section 7 hereof;
- D. **EFFECT OF TERMINATION.** As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except for rights and obligations accruing prior to such effective date of termination, or arising as a result of any breach of this Agreement. Notwithstanding the foregoing, the following provisions shall survive the expiration or other termination of this Agreement, regardless of the cause of such termination: Paragraphs 1(B), 2, 5, 10, 13, and 15.

13. ARBITRATION

Any dispute or controversy arising under, out of or in conjunction with, or in relation to, this Agreement, or any amendment hereof, or the breach hereof, shall be determined and settled by arbitration in Suwannee County, Florida, before a single arbitrator in accordance with the rules of the American Arbitration Association and applying the laws of the State of Florida. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. The prevailing party shall have the right to seek an award of its legal fees, costs and expenses.

14. ENTIRE AGREEMENT; MODIFICATION

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement.

15. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Florida. Nothing in this Agreement shall be interpreted or construed to mean that the Board waives its common law sovereign immunity or the limits on liability set forth in Florida Statutes.

16. COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.


17. NOTICES

All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to SCSB: Ted L. Roush, Superintendent
Suwannee County School Board
1740 Ohio Avenue, South
Live Oak, FL 32064

Copy to: Mr. Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell
Attorney for Suwannee County School Board
P. O. Box 10507
Tallahassee, FL 32302-2507

H2H: ~~Courtne Breland, MS, ATC~~
Director of Sports Medicine
H2 Holdco Inc.
484 Riverside Avenue
Jacksonville, FL 32202


SANDRA R. LAXTON

18. WAIVER

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

19. CAPTIONS

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

20. ASSIGNMENT; BINDING EFFECT.

H2H shall not assign or transfer, in whole or in part, this Agreement or any of H2H's rights, duties or obligations under this Agreement other than to an affiliate or lawful successor without the prior written

consent of SCSB, which shall not be unreasonably withheld or delayed, and any assignment or transfer by H2H without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.

21. RELEASE OF STUDENT RECORDS

By signature, H2H assures that the released student data will be handled with confidentiality as required by Florida Statute 1002.22.

22. PUBLIC RECORDS

For all H2Hs as set forth in Section 119.0701, Florida Statutes see EXHIBIT D which is incorporated by reference herein.

23. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2023-2024 academic year.

24. E-Verify. Effective July 1, 2020

- A. Pursuant to Fla. Stat. § 448.095, H2H shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
- B. SubH2Hs
 - (i) H2H shall also require all subH2Hs performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) SubH2Hs shall provide H2H with an affidavit stating the subH2H does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
 - (iii) H2H shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- C. H2H must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of H2H's E-Verify number.
- D. Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. H2H may be liable for

all reasonable costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on this 29th day of June, 2023.

SUWANNEE COUNTY SCHOOL BOARD

Jerry Taylor
Jerry Taylor, Chairperson

JUN 29 2023
Date

Ted L. Roush
Ted L. Roush, Superintendent of Schools

JUN 29 2023
Date

"Approved as to Form and Sufficiency
BY LMJ
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

H2H

Debra Ross
Witness Signature

Sandra R. Laxton, ARN
Courtne Breland, MS, ATC SANDRA R. LAXTON
Director of Sports Medicine

Debra Ross
Type or Print Name of Witness

H2 HoldCo Inc.

Date 07/25/23

Date 07/25/23

EXHIBIT A

SERVICES PROVIDED:

SCSB is a school or organization that sponsors athletic programs in which athletes participate; and **H2H** operates a rehabilitation injury management sports medicine program through which participating athletes will receive quality, medically necessary, and rehabilitative care to persons who sustain musculoskeletal injuries, or which make them eligible for medical benefits under applicable laws; and

H2H desires to contract with **SCSB** to provide and arrange for the provision of Athletic Training Services for all athletes participating in **SCSB** athletic programs to eligible claimants of such.

DEFINITIONS

- I. *Athletic Training Five Domains of Services* shall include (further defined in Exhibit B):
 - a. Injury/illness prevention and wellness protection
 - b. Clinical evaluation and diagnosis
 - c. Immediate and emergency care
 - d. Treatment and rehabilitation
 - e. Organizational and professional health and well-being
- II. *Sports Medicine Programs*: The purpose of the Sports Medicine Program is to allow for more effective injury management and safe return to participation by providing prompt rehabilitative attention to injuries to athletes. In addition, **H2H** will provide athletes with a referral for appropriate care (i.e. physicians, therapists, etc.), athletic training services and assistance in the development of injury prevention programs.

SCSB and **H2H** mutually agree as follows:

1. **H2H** shall:
 - a. Provide a Nationally Certified (ATC) and State Licensed (LAT) Athletic Trainer (s) to the schools to provide Athletic Training Services for games and practices for the period of July 1, 2022, to June 30, 2023, including at: (i) Suwannee High School minimum 20 hours per week; (ii) Branford High School minimum 20 hours per week; and (iii) Suwannee Middle School minimum 10 hours per week.
 - b. Provide a direct link between athletic programs: Athletic Trainer (s), team, coaches, doctor, parents in the medical community (i.e. assist with doctor referral and rehabilitative needs to our clinics).
 - c. Athletic trainers employed by and providing services for **H2H** are covered with appropriate liability insurance coverage while providing services for **SCSB**.
 - d. **H2H** will provide ATC training room services including coordination of preseason physicals, complimentary injury screens, and post-event "bumps/bruises clinics" at our Live Oak clinic location (405 11th Street Ste. 103). These services will be scheduled by appointment only and will be provided at cost to the patient (i.e. insurance or self-pay).
 - e. Abide by and follow all requirements imposed upon by **SCSB**, and the Florida High School Athletic Association (FHSAA) relative to approved practices, sanctions, and activities.

- f. Concerning the activities under this Agreement **SCSB**, **H2H**, its employees, agents and assign, shall abide by applicable legal requirements including the confidentiality of student records and identifying information concerning students (F.S. Section 228.093).
2. **SCSB** shall:
- a. Allow **H2H** to display marketing collateral in branding such as banners, flags, and/or tents during coverage. Additionally, broadcast **H2H** as a Sports Medicine Provider through announcements at home and/or through event newsletters.
 - b. Allow **H2H** access to pre-season parent meeting dates and times and allow the certified athletic trainer to introduce themselves and the services the company will provide.
 - c. Will purchase all medical supplies for the athletic trainer.
 - d. Elects to receive monthly invoices after services are rendered. Invoices are expected to be paid in full within 30 days from invoiced date.
3. **SCSB** agrees to defend, indemnify, and hold harmless **H2H**, **H2H** Companies Incorporated's legal representatives, employees, agents, officers, trustees, affiliates, and assigns, and each of them from and against any claim, loss, damage, cost, expense, or liability, including but not limited to attorneys' fees, arising out of or related to or arising from: (i) the performance or nonperformance by **SCSB** of any obligations or services to be performed or provided by **SCSB** under this Agreement; and (ii) its negligent or unlawful acts.
4. This Agreement becomes effective as of the date written below (the "Effective Date") and shall continue thereafter in full force one school year indicated (the "Initial Term"), unless sooner terminated by the only if the services are not rendered and the team terminates within the area. This is an exclusive Agreement for one school year term by both parties. **H2H** has the right of first refusal for additional contract terms for all sports medicine programs for the **SCSB**. **H2H** has the right to terminate if payment is not received within contracted terms. Additional terms for coverage of the team following the expiration of this Agreement grants **H2H** the first right of refusal to continue service provisions for future coverage.
5. Upon any breach hereunder, the party who is not in default shall give written notice to the other party and permit the other party to have thirty (30) days to cure such breach. If the breach is not cured within the thirty (30) day notice period, the parties agree that before any litigation is commenced, they shall mediate the dispute. The mediator shall be mutually agreed upon, and absent agreement, two mediators, one selected by each party, shall agree on a third mediator, and that third mediator shall mediate the dispute until it is resolved, or an impasse is declared.

H2H FEDERAL IDENTIFICATION NUMBER:

INDIVIDUAL SOCIAL SECURITY NUMBER: _____

IRS Form W-9 on file.

EXHIBIT B

1. Athletic Training:

- a. Athletic training encompasses the prevention, examination, diagnosis, treatment, and rehabilitation of emergent, acute or chronic injuries and medical conditions. Athletic training is recognized by the American Medical Association (AMA), Health Resources Services Administration (HRSA) and the Department of Health and Human Services (HHS) as an allied healthcare profession.
- b. ATCs are sometimes confused with Personal Trainers and Physical Therapists. There is, however, a large difference in the education, skillset, job duties, and patients-type of the three professions.
- c. ATs must graduate from an accredited master's (MS) program and are proficient in the following:
 - i. Evidence-based practice
 - ii. Prevention and health promotion
 - iii. Clinical examination and diagnosis
 - iv. Acute care of injury and illness
 - v. Therapeutic interventions
 - vi. Psychosocial strategies and referral
 - vii. Health care administration
 - viii. Professional development and responsibility
- d. Athletic trainers (ATCs) work under the direction of a physician as prescribed by state licensure statutes and the Board of Certification. They are highly qualified, multi-skilled healthcare professionals who collaborate with physicians to provide these five-practice domains:
 - i. Injury/illness prevention and wellness protection
 - ii. Clinical evaluation and diagnosis
 - iii. Immediate and emergency care
 - iv. Treatment and rehabilitation evaluation (this is an injury evaluation; not to be confused with outpatient Physical Therapy)
 - v. Organizational and professional health and well-being

2. Athletic Trainers duties:

- a. Athletic trainers improve functional outcomes and specialize in patient education to prevent injury and re-injury. Preventative care provided by an athletic trainer has a positive return on investment for employers. (For example, ATs can reduce injury and shorten rehabilitation time for their athletes, which translates to lower absenteeism from work or school and reduced health care costs).
- b. Secondary school ATs provide comprehensive athletic health care services, not just "coverage" at athletic events and practices. Secondary school outcomes will be encompassed in areas that provide the most value to the school and community:
 - i. decreased absenteeism
 - ii. decreased lost game days
 - iii. increased participation in school
 - iv. decreased parental concerns
 - v. increased student/athlete plan compliance
- c. **Medical Services**

- i. Injury Evaluation and Treatment
 - ii. Injury Rehabilitation and Reconditioning
 - iii. After hours/On-call consultation and injury/illness management
- d. **Risk Minimization**
 - i. Injury Prevention & Care Policies
 - ii. Environmental monitoring
 - iii. Emergency Action Plans
 - iv. Functional Movement Assessments/Assessment of pre-existing conditions
 - v. Review epidemiologic and current evidence-based research for clinical outcomes assessment
 - vi. Protective Equipment Selection, Fitting & Use
 - vii. First Aid/CPR training
 - viii. Infection control
 - ix. Facilitate PPEs
 - x. Practice/event coverage
 - xi. Budget management to provide adequate resources to purchase risk reduction supplies
 - xii. Using communication and interpersonal skills to create trust between student-athletes, coaches, administrators, and the athletic training staff
- e. **Organizational/Administrative Value**
 - i. Injury records
 - ii. Credential maintenance
 - iii. Pre-participation examination (PPE)
 - iv. Sports Medicine Team relations
 - v. Emergency Action Plans (EAPs)
 - vi. Quality Control
 - vii. Education
- f. **Cost Containment**
 - i. Insurance Premiums
 - ii. Workload Management
 - iii. Medical Services
 - iv. Budget Management
 - v. Fund Raising
 - vi. Academic Success
 - vii. Contracts
- g. **AT Influence on Academic Success**
 - i. Student Retention/Academic Progress Rate (APR)
 - ii. Life Skills
 - iii. Conditions Affecting Learning/Psychological issues

EXHIBIT C

FEE SCHEDULE

SCSB shall be responsible for payment of **\$35 per hour** per athletic trainer, to **H2H** for a Nationally Certified and State Licensed Athletic Trainer to provide athletic training services for the 2023-2024 school year. Hours may vary dependent on practice and game schedules. **SCSB** has requested a minimum of 50 hours per week for game coverage and/or practice coverage at \$35 per hour for a minimum total per week of \$1750.00. Payments shall be sent to H2 HoldCo Inc., PO Box 932184 Atlanta, GA 31193-2184. Additional coverage hours (exceeding the initial 50 hours per week requested) may be provided as mutually agreed upon by both **SCSB** and **H2H** at a rate of \$35 per hour.

EXHIBIT D

**Public Records Law Requirements
under Chapter 119.0701, Florida Statutes**

IF THE H2H HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE H2H'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, LORIE NORRIS, RISK MANAGER, AT 386-647-4608, LORIE.NORRIS@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a H2H as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt or confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the H2H does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the H2H or continue to keep and maintain public records required by the District to perform the contracted services. See Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the H2H of the request, and the H2H must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If H2H does not timely comply with the District's request for records and the appropriate period provided by the District for complying with such request has passed, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A H2H who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.