

## **SPONSORSHIP AGREEMENT FOR SPORTS MEDICINE SERVICES**

**THIS AGREEMENT** (this "Agreement") is made effective as of the 1st day of October, 2015 (the "Effective Date") by and between St. Vincent's Health System, Inc. d/b/a St. Vincent's HealthCare ("Ministry") and the School Board of Clay County ("School Board").

### **ARTICLE 1: RECITALS**

1.1 Ministry operates a not for profit, 501(c)(3) tax-exempt, integrated health system primarily in Northeast Florida, and regularly contributes to charitable and community benefit endeavors.

1.2 Ministry's mission is rooted in the tradition of Catholic health care, which includes a calling to serve communities by promoting the common good and wellness and healing for persons and communities with special attention to the poor and vulnerable.

1.3 School Board operates a public school system in Clay County, Florida, that serves all citizens of Clay County.

1.4 School Board desires to retain Ministry to provide certain sports medicine-related services for student athletes, and Ministry desires to accept on the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, it is agreed as follows:

### **ARTICLE 2: INCORPORATION OF RECITALS, EXHIBITS, ETC.**

The parties agree that the recitals are true and correct, and are hereby incorporated. The parties also agree that any referenced exhibits, schedules, documents, or instruments are hereby incorporated.

### **ARTICLE 3: PROVISION OF SERVICES**

School Board hereby retains Ministry to provide the services described on Exhibit A (the "Services").

### **ARTICLE 4: CERTAIN COVENANTS OF MINISTRY**

4.1 Performance. Ministry will provide or make available the Services in accordance with Exhibit A. School Board acknowledges and agrees that Ministry may make the Services available through independent contractors who are not employees or agents of Ministry (the "Workers").

4.2 Qualifications. Ministry shall ensure that the Workers maintain all licenses and certifications in good standing required by the State of Florida to provide the Services.

4.3 Conduct. Ministry shall adhere to the rules of professional ethics, all applicable Federal, state, and local laws, rules, and regulations applicable to the Services, and all applicable requirements of licensing or certifying organizations, if any. Ministry shall act in a professional and cooperative manner in all matters concerning the Services.

4.4 Reporting. With respect to the Services, Ministry's point of contact is Tracy Williams, Director of Operations, St. Vincent's Medical Center Clay County, and the School Board's point of contact is the Mike Wingate, County Athletic Director.

4.5 Insurance. Ministry shall, at all times and at its own expense, maintain: (i) professional liability insurance covering Ministry in the minimum amounts of \$1,000,000 per claim and \$3,000,000 annual aggregate; and (ii) worker's compensation insurance covering Ministry employees as required by the State of Florida. Prior to the Effective Date and from time to time thereafter at the request of School Board, Ministry shall provide School Board with certificates of insurance evidencing the foregoing coverages and provisions. Ministry may provide any insurance coverage through a program of self-insurance. Independent contractors will maintain their own insurance coverage, and Ministry will require the independent contractors to provide certificates of insurance upon request.

4.6 Non-disclosure. Ministry shall not use or disclose to any unauthorized person any information relating to the business or affairs of School Board or its students except pursuant to the express written consent of School Board, court order, or as required by law. School Board acknowledges that Ministry and independent contractors may use and disclose health information related to students as permitted by applicable law to facilitate the evaluation and treatment of students.

#### **ARTICLE 5: CERTAIN COVENANTS OF SCHOOL BOARD**

In exchange for the Services, the School Board will provide Ministry with the marketing, promotional, sponsorship benefits described on Exhibit A.

#### **ARTICLE 6: CERTAIN MUTUAL AGREEMENTS REGARDING SERVICES**

6.1 Changes. Changes to the Services will be mutually agreed upon by Ministry and School Board.

6.2 Days and Hours of Work. Days, hours of work, and schedules, if applicable, will be mutually agreed upon by Ministry and School Board.

6.3 Independent Professional Judgment. Nothing contained herein is intended to interfere with the exercise of independent professional judgment by Ministry or the independent contractors. Ministry and independent contractors are not engaged in the practice of medicine.

6.4 No Referral Requirements. The parties acknowledge that the intent of this Agreement is for Ministry to provide a benefit to the community. School Board is not required or expected to make any referrals to or generate any business for Ministry or independent contractors. At all times, students will be free to choose any provider of health care services for any follow up care they may receive and School Board is under no obligation to direct students to Ministry or the independent contractors for services and students are not obligated to receive care from Ministry or the independent contractors.

6.5 Consent to Treat. School Board will provide Ministry and independent contractors with evidence that appropriate consent to treat has been obtained from student-athletes' parents or guardians.

6.6 Quarterly Meetings. The parties will meet at least quarterly to review the Services and promotional/marketing opportunities.

6.7 Ownership and Retention of Files, Documents, and Medical Records.

(a) All records and related documents (collectively, "Records") created by Ministry, if any, while performing Services under this Agreement shall belong to Ministry.

(b) Ministry shall maintain all records and reports required by applicable law, regulation, policies, or procedures.

#### **ARTICLE 7: INDEPENDENT CONTRACTOR**

Each party shall be regarded as an independent contractor for all purposes, including, without limitation, income tax and employment tax purposes, and shall represent such status to third parties. Neither party shall withhold any portion of the other's compensation for income, employment, or other tax purposes. Ministry shall be solely responsible for compensation of the Workers. Neither party shall provide health, workman's compensation, or unemployment insurance, or any other benefits to the other. This Agreement shall not make either party an employee, partner, or joint venturer of or with the other, and neither party shall bind or transact business in the other's name, or make representations or commitments on the other's behalf without prior written approval. School Board understands and agrees that the Workers are not employees or agents of Ministry, the Workers maintain their own liability insurance, and Ministry is not liable or responsible for the acts or omissions of such Workers.

#### **ARTICLE 8: TERM AND TERMINATION**

8.1 Term. Unless earlier terminated, this Agreement shall be for a term of one (1) year, beginning on the Effective Date. This Agreement shall automatically renew for successive one (1) year terms.

8.2 Termination by Notice. This Agreement shall continue until either School Board or Ministry elects to terminate after first giving not less than 30 calendar days written notice to the other party of intention to terminate.

8.3 Termination upon Breach. In the event either party gives written notice to the other that such party has substantially and materially breached the terms of this Agreement, and such breach shall not have been cured within 10 calendar days of the giving of such notice, the party giving such notice shall have the right to terminate this Agreement at any time thereafter.

8.4 Effect of Termination. Upon termination of this Agreement, neither party shall have any further obligation hereunder except for (i) obligations accruing prior to the date of termination, and (ii) obligations or covenants contained herein that are expressly intended to extend beyond the term of this Agreement, including, without limitation, covenants relating to confidentiality.

#### **ARTICLE 9: STANDARD PROVISIONS**

9.1 Marks. All Ministry logos, names, and the like (e.g., St. Vincent's HealthCare, St. Vincent's Medical Center Clay County, St. Vincent's Clay County, Above Beyond Because, etc.) ("Marks") are property of Ministry, and Ministry reserves all rights in the Marks. School Board shall only use the Marks as expressly approved by Ministry in writing in advance for the limited purposes of this Agreement. School Board shall not obtain any rights in the Marks.

9.2 Avoidance of Violations; Modification. Notwithstanding any provision of this Agreement, the parties shall not violate any applicable laws, rules, or regulations, including those relating to Medicare, Medicaid, similar Florida programs, or the provision of health care or

medical services. The parties shall modify this Agreement to the extent necessary to comply with such laws, rules, and regulations.

9.3 Confidentiality. Except to the extent required by law or court order, the parties agree to maintain strict confidentiality with regard to any and all information which comes into their possession as a result of this Agreement or any details pertaining to this Agreement. Notwithstanding the foregoing, each party shall have the right to disclose the relationship and general parameters of this Agreement. This provision shall survive the termination of this Agreement.

9.4 Notices. All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given, made, and received only when (i) delivered personally, by messenger, or by recognized courier service such as Federal Express, (ii) sent by electronic facsimile with proof of confirmation, or (iii) four days following the day when deposited in the U.S. Mail by registered or certified mail, postage prepaid, return receipt requested, addressed as set forth below:

If to School Board, to:

School Board of Clay County  
23 S. Green Street  
Green Cove Springs, FL 32043  
Attn: Michael Wingate

If to Ministry, to:

St. Vincent's HealthCare  
1 Shircliff Way  
Jacksonville, FL 32204  
Attn: Chief Operating Officer

with a copy to:

St. Vincent's HealthCare  
1 Shircliff Way, Suite 1114  
Jacksonville, FL 32204  
Attn: Chief Legal Officer

9.5 Corporate Compliance. Ministry has in place a Corporate Responsibility Program ("Program") which has as its goal to ensure that Ministry complies with federal, state and local laws and regulations. The Program focuses on risk management, the promotion of good corporate citizenship, including the commitment to uphold a high standard of ethical and legal business practices, and the prevention of misconduct. School Board acknowledges Ministry's commitment to corporate responsibility and agrees that it will not act or conduct business in a manner that requires Ministry to violate or act in a manner that contravenes the Program.

9.6 Ethical and Religious Directives. The parties acknowledge that the operations of Ministry and its affiliates are in accordance with the Ethical and Religious Directives for Catholic Health Care Services, as promulgated by the United States Conference of Catholic Bishops, Washington, D.C., of the Roman Catholic Church or its successor (the "Directives") and the principles and beliefs of the Roman Catholic Church are a matter of conscience to Ministry and its affiliates. The Directives are located at <http://www.usccb.org/bishops/directives.shtml>. It is the

intent and agreement of the parties that neither the Agreement nor any part hereof shall be construed to require Ministry or its affiliates to violate the Directives in their operation and all parts of the Agreement must be interpreted in a manner that is consistent with the Directives.

9.7 Amendment. No amendment to this Agreement shall be effective unless it is in writing, attached to, or made a part of this Agreement, and executed by a duly authorized representative of each party.

9.8 Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. However, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any party hereto without the prior written consent of the other party.

9.9 Entire Agreement. This Agreement and the exhibits, schedules, documents, certificates and instruments referred to herein, embodies the entire agreement and understanding of the parties in respect of the transactions contemplated by this Agreement. There are no restrictions, promises, representations, warranties, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such transactions.

9.10 No Third Party Rights. This Agreement is intended solely for the benefit of the parties hereto and shall not be deemed to create any rights in any other person or entity.

9.11 Severability. If any provision or portion of this Agreement shall become invalid or unenforceable for any reason, there shall be deemed to be made such minor changes in such provision or portion as are necessary to make it valid or enforceable. The invalidity or unenforceability of any provision or portion hereof shall not affect the validity or enforceability of the other provisions or portions hereof.

9.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one instrument.

9.13 Captions. The captions of this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the provisions of this Agreement.

9.14 Interpretation. Whenever the context of any provision shall require it, the singular number shall include the plural number, and vice-versa, and the use of any gender shall include any other or all genders as used in this Agreement. This Agreement has been negotiated at arms-length. Any rule of law or legal decision that requires interpretation of ambiguities against the drafting party is not applicable and is hereby waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purpose of the parties to this Agreement.

9.15 Waiver of Compliance. Except as otherwise provided in this Agreement, any breach by a party may only be waived by the other party in a written instrument signed by the waiving party. Such waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or other breach.

9.16 Applicable Law and Courts. This Agreement shall be governed by the internal laws of the State of Florida (without regard to conflict of laws or similar concepts). Jurisdiction and venue shall lie, and all legal proceedings shall be brought, in the Fourth Judicial Circuit in and for Clay County, Florida, or in the United States District Court for the Middle District of Florida, Jacksonville Division.

9.17 Cooperation. The parties agree to cooperate and execute all documents to implement and carry out the provisions of this Agreement.

9.18 Additional Terms. Notwithstanding any language to the contrary in standard form agreement, the parties agree to the following terms which override all other agreements to the contrary: BACKGROUND CHECK- The Workers shall, at their own expense, submit to and pass a fingerprint based background check as required by F.S. 1012.465 prior to having any direct contact with students in furtherance of this agreement or entering upon school grounds when students are present. In the alternative, School may, in accordance with F.S.1012.468, exempt the Workers from this requirement only if the Workers are, at all times, under the direct line of sight supervision of a School employee who has submitted to and passed a level 2 background check. Ministry may satisfy the requirement for a background check by supplying School proof that the Workers passed such a screening for another school district and that said background check is still valid.

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

MINISTRY

\_\_\_\_\_  
By:  
Title: CEO

SCHOOL BOARD

By: \_\_\_\_\_  
Name: Johnna McKinnon, Chairman

**EXHIBIT A**  
**Services and Promotional/Marketing Opportunities**

Ministry will:

1. Provide educational seminars to students and staff on sports medicine-related topics such as nutrition, injury prevention, and proper training techniques. The seminars will be provided according to a mutually agreed-upon schedule. If Ministry cannot provide the asked for specialists to help educate the School Board at training/seminars, the School Board can request other agencies/institutions at its own expense.
2. Make available an athletic trainer through Preferred Physical Therapy, an independent contractor, during certain junior high and high school practices and games. If in the event that Preferred Physical Therapy services are terminated, the Ministry and the SBCC agree to seek another provider in which both parties must agree upon. The schedule will be mutually agreed upon by the parties, but generally, it is anticipated that an athletic trainer will be present on campus for after-school high school practice sessions, an athletic trainer will be present on campus or available by phone for after-school junior high school practice sessions (1 athletic trainer per 2 junior high schools), and an athletic trainer will be present for games for certain sports.
3. Station an ambulance supplied by St. Vincent's Ambulance Service on-site at junior high school football games played in Clay County.
4. Provide sports medicine supplies as determined by Ministry not to exceed \$1,000 per school.

School Board will provide Ministry with the following promotional/marketing/sponsorship opportunities:

1. Ministry may display one or more banners (5 x 8 or smaller) at each game and practice. The banners will be displayed in a prominent location to be agreed upon by the parties. Permanent banners or signs featuring Ministry's name and logo will be on display at varsity football fields and varsity basketball gymnasiums as mutually agreed upon by the parties. Ministry will have banners made at its expense, and, if the banners require permanent attachment to a building, Ministry will cover the cost.
2. The ambulance supplied by St. Vincent's Ambulance Service will be parked in a prominent location to be agreed upon by the parties.
3. Ministry may distribute promotional materials at games and practices as may be mutually agreed upon by the parties. Employees and volunteers from Ministry will be responsible for setting up a tent/table and distributing materials upon the School Board's approval of such materials.

4. At each game, one or more public address announcements will be made identifying St. Vincent's HealthCare as the Sports Medicine sponsor of the event.
5. Ministry will be able to participate at no cost in any marketing or sponsorship opportunities sponsored by the schools' PTOs or similar organizations. Details to be agreed upon.