

ATHLETIC TRAINER GENERAL SERVICES AGREEMENT

This **ATHLETIC TRAINER GENERAL SERVICES AGREEMENT** (the “**Agreement**”) is dated as July 1, 2026 (the “**Effective Date**”), and is by and between **PT Solutions Holdings, LLC, an Alabama limited liability company** (“**Provider**”), and **Hernando County School District** (“**School**”).

WHEREAS, Provider is a physical therapy practice providing athletic training services and treatment through licensed athletic trainers and other professional and technical personnel;

WHEREAS, Provider and School have determined that School athletes would be best served if Provider provided such services through Provider’s personnel on behalf of School.

NOW, THEREFORE, Provider and School agree as follows:

I. SERVICES

- A. General.** School hereby retains and engages Provider to provide, for and on the behalf of School, the athletic training services described on Exhibit “A” attached hereto (collectively, the “Services”), and Provider accepts such retention and engagement, subject to the terms set forth herein. In providing the Services, Provider shall be solely responsible for making any and all decisions pertaining or related to the provision of the Services, and Provider shall cause each of its employees, agents, and representatives to utilize and exercise his or her best professional judgment when rendering Services hereunder. Provider and School acknowledge and agree that Provider will at all times during the Agreement be the exclusive provider of the Services.
- B. Use of Personnel by Provider.** School understands that Provider is required to employ personnel for the provision of the Services and agrees that Provider is free to employ such personnel as Provider deems reasonably necessary and appropriate for the provision of such Services. Provider (a) is responsible for the hiring, training, supervision, and termination of such personnel; (b) shall ensure that all such personnel are duly licensed, as applicable, and qualified to provide the Services; and (c) shall ensure that all such personnel comply with School's policies and procedures relating to background checks and/or other health screenings; provided; however, the School shall be solely responsible for obtaining the fingerprinting requirement under the Jessica Lunsford Act , and Provider shall reasonably cooperate with School in connection therewith. Provider is solely responsible for determining and paying the salaries, wages, and fringe benefits of all such personnel in connection with the Services. All such personnel are deemed to be the employees, agents, or representatives of Provider and not of School while providing the Services.
- C. Parental Consent.** School’s personnel will obtain appropriate consent from the parent or guardian of any athlete before providing treatment to the athlete when such consent is required by applicable state and federal law.
- D. Non-Solicitation of Employees.** In providing the Services, School understands that

Provider has extensive personnel costs associated with the recruiting, training, and development of its employees in administration, marketing, athletic training, or physical therapy. School agrees that it shall not employ, hire, or otherwise engage, or attempt to employ, hire, or otherwise engage, any current or former employee, consultant, independent contractor, agent, or representative of Provider's employees. School also agrees that it shall not facilitate the hiring of Provider's employees to existing or future partners of School. The restrictions set forth in this Section will apply during the Agreement and for a period of two (2) years thereafter.

- E. Exclusivity.** The School acknowledges and agrees that Provider is, at all times during the Term, the School's exclusive provider of the Athletic Trainer Services provided pursuant to this Agreement.

II. COMPENSATION

- A. Fees.** School shall pay to Provider the following amounts:

1. Three Thousand Eight Hundred Ninety-Three and 00/100 Dollars per month, per athletic trainer, (the "Monthly Rate").
2. Fifty dollars (\$50.00) per hour per athletic trainer ("Standard Hourly Rate") required in addition to the schedule upon request for additional personnel by School.

- B. Marketing Services.** School shall: (a) permit Provider to put up advertising and signage concerning Provider's business at mutually agreed upon locations; (b) allow semi-permanent signage where appropriate to School (i.e., field signs, or scoring table signage,); (c) provide access to sports program advertisements, and any other athletic related School publication (d) provide internet and social media advertising and a link to Provider's website where appropriate; (e) cause Provider to be displayed at mutually agreed upon video points, including "on field" scoreboards using video, announcing and digital signage; (f) permit Provider to advertise at prominent field signage locations, which locations will be decided mutually by Provider and School; and (g) cause Provider to be recognized in audio, announcements, and video coverage as the official athletic training provider of School (collectively, the "Marketing Services")."

- C. Invoicing and Payment.** Provider will invoice School for hours worked by Provider's personnel monthly, calculated in accordance with the Compensation Section. School shall pay invoice(s) no later than fifteen (15) days after School's receipt of invoice(s) from Provider. Commencing on the first anniversary of the Agreement Effective Date and each subsequent anniversary thereafter, the Fees charged pursuant to this Agreement will be increased by an amount equal to the greater of (A) two percent (2%) or (B) the percentage change in the Consumer Price Index, All Urban Consumers (CPI-U), U.S. City Average for all items, during the immediately preceding twelve months.

III. TERM AND TERMINATION

- A. Term.** The term of this Agreement begins on the Effective Date, and continues for one (1) year, unless otherwise terminated in accordance with this Agreement. At the conclusion of the Initial Term, this Agreement will automatically renew or successive one (1) year terms (each a “Renewal Term,” and together with the Initial Term, the “Term”).
- B. Termination With Cause.** Termination of this Agreement can take place with cause by either party failing to comply with the material provisions of this Agreement after notice of non-compliance and opportunity of five (5) days to correct such non-compliance.
- C. Termination Without Cause.** Termination of this Agreement can take place without cause by either party, providing thirty (30) days advanced written notice is given.
- D. Effect of Termination.** Upon termination of this Agreement, neither of the parties hereto will have any further obligations hereunder, except for such obligations as may accrue prior to the date of termination (including, but not limited to, the obligation of the School to pay to Provider the compensation required hereunder, if any, for the period of time that this Agreement is in effect).

IV. RELATIONSHIPS, PRIVACY, AND CONFIDENTIALITY

- A.** The parties shall comply with all applicable laws, regulations, and rules of any federal, state, and local government authority applicable to the provision of, or to persons or entities engaged in the provision of, the Services. Provider and School have executed this Agreement with the intent of conducting their professional relationship in full compliance with applicable laws, including the Health Insurance Portability and Accountability Act of 1996 (and its related regulations), the Anti-Kickback Statute, the Stark Law, and corresponding state and local laws. Provider may be required to refer students to a physician by law to continue certain aspects of the Services. No remuneration payable to, or received by, either Provider or School in connection with this Agreement is conditioned on any requirement that either party or its respective members, managers, officers, directors, shareholders, or personnel make referrals to or otherwise generate business for the other party, or any of their respective members, managers, officers, directors, shareholders, or personnel.
- B.** To the extent applicable to this Agreement, the parties agree to comply with the applicable requirements of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d (“HIPAA”), and any current and future regulations promulgated thereunder, including without limitation, the Federal Privacy Regulations contained in 45 C.F.R. Parts 160 and 164 (the “Federal Privacy Regulations”), the Federal Security Standards as contained in 45 C.F.R. Part 142 (the “Federal Security Regulations”), and the Federal Standards for Electronic Transactions in 45 C.F.R. Parts 160 and 162 (the “Federal

Transaction Standards”) on or before their official compliance dates. The parties agree not to use or further disclose any protected health information, as defined in 45 C.F.R. § 164.501, or individually identifiable health information, as defined in 42 U.S.C. §1320 (d) (collectively, the “Protected Health Information”), concerning a patient other than as permitted by this Agreement, the requirements of HIPAA, and the regulations promulgated under HIPAA including, without limitation, the Federal Privacy Regulations, the Federal Security Regulations, and the Federal Transaction Standards. Additionally, on or before the official date of compliance, School shall enter into a mutually agreeable business associate agreement with Provider, if required under the Federal Privacy Regulations agreeing to safeguard Protected Health Information, and upon its execution, such agreement shall be attached to this Agreement and incorporated herein as an addendum.

- C. The Provider and School are independent parties, and neither party shall be considered the agent or partner of, or joint venturer with the other party. Neither party has the authority to act on behalf of, incur liabilities for, or bind the other party.

V. INSURANCE AND INDEMNIFICATION

- A. **Insurance.** Each party shall maintain for itself and on behalf of each of its employees providing services hereunder, general, and professional liability insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Each party shall, upon request, provide the other party with a certificate of insurance evidencing such coverage and shall also provide thirty (30) days written notice to the other party prior to the cancellation of any such policies.
- B. **Indemnification.** School agrees to indemnify Provider, its affiliates and their respective officers, directors, employees, and agents against, and hold the same harmless from, all liability, losses, damages, obligations, judgments, claims, causes of action, and expenses associated therewith (including settlements, judgments, court costs, and attorneys’ fees) resulting from or arising out of, directly or indirectly, any negligent or intentional act, or omission by School. This covenant shall survive any termination of this Agreement.

VI. MISCELLANEOUS

- A. **Access to Books and Records.** To the extent required by §1861(v)(1)(I) of the Social Security Act and its implementing regulations, the parties agree that until the expiration of four (4) years after the furnishing of the services provided under this contract, Provider will make available to the Secretary, U.S. Department of Health and Human Services, and the U.S. Comptroller General, and their representatives, this contract and all books, documents, and records necessary to certify the nature and extent of the costs of those services. If Provider carries out the duties of the contract through a subcontract worth \$10,000 or more over a twelve (12) month period with a related organization, the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General, and their representatives to the related organization’s books and records.

- B. Amendment Language to Add Locations, Standalone clause.** No Amendment Required. Upon mutual written agreement of the Parties, with respect only to developing and establishing additional [Clinics/Service Locations], such additional [Clinics/Service Locations] shall be attached hereto and made a part hereof and no formal amendment of this Agreement shall be necessary for such additional [Clinics/Service Locations] to become effective under the terms and conditions of this Agreement. Notwithstanding the foregoing, no other amendment, alteration, or modification to this Agreement shall be effective unless it is made in writing and signed by the Parties hereto.
- C. Assignment.** Neither party may assign its rights or obligations hereunder without the prior written approval of the other; provided, however, that such an assignment may be made without prior approval to an entity which is related by virtue of a common parent corporation, or which is directly or indirectly wholly owned or controlled by the same entity as the assigning party. Any purported assignment in violation of the provision shall be null and void.
- D. Binding Effect.** This Agreement shall be binding and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- E. Branding.** Provider or Provider's personnel shall be permitted to: (a) wear branded clothing while on-site performing the Services; (b) hang a branded banner on-site while performing the Services; and (c) hand out business cards referencing Provider while on-site. All other materials or signage relating to the Services shall reference Provider. To the extent required to provide the Services, School shall have the right to utilize Provider's name, logos and marks to support the Services, subject to prior written approval of Provider, as applicable, in each and every instance prior to production. Provider shall have the School's name, logos, and marks to support the Services, subject to prior written approval by School, as applicable, in each and every instance prior to production.
- F. Change in Law.** In the event there is a change in state or federal law, whether by statute, regulation, agency interpretation, or judicial decision, that in the reasonable opinion of the legal counsel to either party hereto renders any of the material terms of this Agreement unlawful or unenforceable, the applicable term(s) of the Agreement will be subject to renegotiation upon written notice to the other party to remedy such condition and conform the Agreement to the requirements of the law. If such renegotiation is unsuccessful within the thirty (30) day period of time following written notification, either party may terminate this Agreement without penalty.
- G. Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which, when taken together, will constitute one and the same agreement.
- H. Damages.** Provider shall have no liability for special, indirect, consequential, incidental, economic, or punitive damages, even if it has been advised of the possibility of such damages.

- I. Entire Agreement.** This Agreement constitutes the entire agreement of the parties hereto and supersedes all prior or contemporaneous agreements, undertakings, and understandings of the parties in connection with the subject matter hereof. No representation warranty, inducement, promise, understanding, or condition which is not set forth in this Agreement has been made or relied upon by School or Provider.
- J. Equal Employment Opportunity Clause.** Unless this Agreement is exempted by rules, regulations, or orders of the Secretary of the United States Department of Labor, the parties shall comply with the Equal Employment Opportunity provisions of Executive Order 11246, § 503 of the Rehabilitation Act of 1973, and the Vietnam Era Veterans' Readjustment Assistance Act

The parties shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.599(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, or disability.

The parties where applicable, shall comply with the regulations set forth under 29 CFR part 471, Appendix A to Subpart A regarding NLRA compliance.

- K. Force Majeure.** Each party is excused from any delay or failure in performing this Agreement to the extent that the delay or failure is caused by acts of God, terrorism, fires, explosions, or other similar causes beyond a party's reasonable control, even if such delay or failure is reasonable.
- L. Further Assurances.** Each party hereto hereby agrees to perform any further acts and to execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this Agreement.
- M. Governing Law.** The Contract shall be governed and construed in accordance with the laws of the State of Florida, without reference to its choice or conflict of law provisions. Each party hereby irrevocably consents to the exclusive jurisdiction of the federal and state courts located in the State of Florida, for any action relating to this Agreement or any relationship between the parties, and the parties agree not to contest or challenge venue in any such courts.
- N. Headings.** The headings of this Agreement are inserted for convenience only and are not to be considered in the interpretation of this Agreement. The parties acknowledge that each party, and at each party's discretion, its counsel, have reviewed and revised this Agreement and, consequently, any rule of construction that would hold that any ambiguities, if found to be contained herein, are to be resolved against the drafting party is not applicable in the interpretation of this Agreement.

- O. Independent Professional Judgment.** In providing the Services, Provider shall be solely responsible for making any and all decisions pertaining or related to the provision of the Services, and Provider shall cause each of its employees, agents, and representatives to utilize and exercise his or her best professional judgment when rendering Services hereunder. Provider shall not be required to provide the Services to any employee of School who refuses to sign Provider's consent or liability waiver/release forms.
- P. Mediation.** The parties agree that they will endeavor to settle any dispute, controversy, or claim arising out of or relating to this Agreement, which they are unable to settle through direct discussions, by mediation administered by a mutually acceptable mediator before resorting to litigation. Each party shall share equally in the costs associated with any required mediation. If the parties are not able to promptly agree on a mediator, either party may initiate litigation and forego mediation in order to protect its legal rights and remedies.
- Q. Modification.** Any modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing and signed by each Party or an authorized representative of each Party.
- R. Nondiscrimination.** Neither party shall discriminate on the basis of race, color, sex, age, religion, national origin, sexual orientation, pregnancy, marital status, veteran status, or handicap in providing services under this Agreement or in the selection of employees or independent contractors.
- S. No Referral Inducement.** The parties acknowledge and agree that it is not a direct or indirect purpose of this Agreement that any of them are inducing, or attempting to induce, any other party to refer any individual to any other party or to any other person or facility for the furnishing or arranging for the furnishing of any item or service for which payment may be made in whole or in part under Medicare, Medicaid, or any other governmental or private payment program and that there is no obligation on the part of PT Professional to refer patients to any person or entity.
- T. Notice.** All notices, consents, or other communications which either party is required or may desire to give to the other under this Agreement shall be in writing and shall be given by personal delivery or by deposit, postage prepaid, in the United States mail, certified or registered mail, return receipt requested, addressed to the parties at their respective addresses set forth below:

If to Provider:	PT Solutions Holdings, LLC, an Alabama limited liability company 1100 Circle 75 Parkway, Suite 1400 Atlanta, Georgia 30339
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Attn: Vice President of Sports Medicine
cc: General Counsel

If to School: Hernando County School District
919 N Broad Street
Brooksville, FL 34601
Attn: Dustin Kupcik

Any notice mailed in compliance with this section shall be deemed to have been given upon the earlier of receipt or three (3) days after deposit, except that notice of change of address shall not be deemed effective until actual receipt by the intended recipient.

- U. Provider Non-Exclusivity.** The Parties acknowledge that Provider will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to those provided in this Agreement.
- V. Reliance on Legal Counsel.** Each Party acknowledges and agrees that, if it does not retain its own separate legal counsel, it is not relying upon the other Party for any legal counsel in connection with the Agreement.
- W. Severability.** If any provision of this Agreement is found to be unlawful or unenforceable, the remaining portions of this Agreement continue in full force and effect, and the parties or a Court must replace the unlawful and unenforceable provision with one that is lawful and enforceable, and which gives the fullest effect to the intent of the parties expressed in this Agreement.
- X. Survival.** Any provisions of this Agreement creating obligations extending beyond the term of this Agreement will survive the expiration or termination of this Agreement, regardless of the reason for such termination.
- Y. Waiver.** No waiver of any breach of any provision of this Agreement will be construed to be a waiver of any other breach of this Agreement, whether of a similar or dissimilar nature.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date and year first above written.

PROVIDER:

SCHOOL:

By: *Dale Yake*

Name:

Title: CEO

Date: 7/31/26

By: _____

Name: Ray Pinder, Superintendent

By: _____

Name: Kayce Hawkins, Board Chair

Date: _____

Kelly A. Pogue
Approved as to Form
by WSH Attorney
07/29/2026 09:07 am

EXHIBIT A- SERVICES

1. **Athletic Training Services.** Provider will furnish a licensed athletic trainer or trainers to provide the following (collectively, the “Services”):
 - a. basic first aid;
 - b. injury screens for student athletes ;
 - c. sports injury assessment and treatment for injuries suffered by athletes;
 - d. recommendations for after-injury care and return to play/practice instructions;
 - e. when necessary, referrals for emergency or other medical care;
 - f. communication with athletes, parents, and athletic directors, and coaches regarding sports injuries and sports medicine care;
 - g. other sports medicine treatment consistent with the State of Florida.
2. **Address/Location of the Site(s).** (the “Site(s)”).
Hernando High School: 111 Ernie Chatman Run Brooksville, FL 34601
F.W. Springstead High School: 3300 Mariner Blvd. Spring Hill, FL 34608
Weeki Wachee High School: 12150 Vespa Way Weeki Wachee, FL 34614
Nature Coast High School Technical High School: 4057 California St. Brooksville, FL 34609
3. **Coverage Details**
 - a. Certified athletic trainer (s) will provide coverage as follows:
 - i. Provider will furnish up to four (4) full-time athletic trainer(s) working up to forty (40) hours per week (Sunday-Monday). Athletic trainer hours will be utilized in accordance with the priority schedule provided below.
 - ii. **On-Site Availability:** Athletic Training Personnel will be available at the organization’s Sites to provide Athletic Training Services during district sponsored FHSA-sanctioned events or practices. This includes, but is not limited to:
 - Home game and practice coverage for high school athletics
 - Away game coverage for varsity football
 - iii. **Coverage.** Athletic Directors and coaches will have access to Athletic Training Personnel during the week via phone or email for scheduled injury screens. Injury screen consultation will be provided during the week for pre-practice consultation for injury or other sport related difficulty.
 - iv. To the extent possible, School will notify the Provider at least twenty-four (24) hours in advance of any need to revise the athletic trainer’s schedule. Provider will make its best effort to accommodate changes in schedule.
 - v. Any person who receives the Services who is not a registered athlete with

School or employed by or contracted with School will be asked to sign a waiver consenting to treatment and releasing Provider and its affiliates of liability.

- vi. **Prioritization of Risk.** The sport with the highest position in the prioritization of risk schedule below should take priority, regardless of whether it is training or competition. If a coach advises that a training session will be a walk-through, coverage should transfer to the next highest sport in the prioritization of risk schedule as set forth below.
 - i. The prioritization of risk schedule for sports, in alignment with the Florida High School Athletic Association, Inc. (FHSAA) Handbook, is as follows:
 - **Fall:**
 - Collision sports: Football
 - Contact sports: Volleyball, Cheer
 - Non-contact sports: Cross Country, Golf, Swimming
 - **Winter:**
 - Collision sports: Wrestling
 - Contact sports: Soccer, Basketball, Competitive Cheer, Girls Weightlifting
 - **Spring:**
 - Collision sports: N/A
 - Contact sports: Flag Football, Baseball, Softball, Tennis, Boys Weightlifting, Beach Volleyball
 - Non-contact sports: Track & Field

Physical Demands. The physical demands described here are representative of those that must be met by a Provider to successfully perform the Services.

- a. While performing the Services, the Provider Staff Member is regularly required to talk or hear.
- b. The Provider Staff Member frequently is required to stand and occasionally sit.
- c. The Provider Staff Member is occasionally required to walk and use hands.
- d. The Provider Staff Member must regularly lift and/or move up to 10 pounds and occasionally lift and/or move up to 100 pounds.
- e. The Provider Staff Member must assist getting patients, of all sizes and weights, on and off the treatment table.
- f. Specific vision abilities required by this job include close vision and distance vision.