

ATHLETIC TRAINING SERVICES AGREEMENT

THIS AGREEMENT is made effective this 1st day of August 2017 (the "Effective Date") by and between **Cedar Valley Medical Specialists, CVMS ("Company")**, an Iowa professional corporation and the **Cedar Falls High School ("CFHS")**.

WHEREAS, COMPANY employs athletic trainers ("Athletic Trainers") who are duly licensed under the laws of the state of Iowa to provide athletic training services as defined by Section 152D.1 of the Iowa Code (collectively, "Athletic Training Services") and desires to provide Athletic Training Services to CFHS; and

WHEREAS, CFHS desires to obtain the services of Athletic Trainers for the assessment and treatment of injuries of the students ("Athletes") while participating in athletic events or programs sponsored or endorsed by CFHS and the supervision and promotion of its student athletic training program; and

WHEREAS, CFHS sponsors various team sports and operates an athletic department for its students of which the programs and teams require the availability of Athletic Training Services; and

WHEREAS, COMPANY and CFHS desires that each may accomplish its objectives through mutual assistance and seek to describe their affiliation in this Agreement.

NOW THEREFORE, in consideration of the promises and agreements contained in this Agreement, the parties agree as follows:

AGREEMENT

1. **PURPOSE.** COMPANY shall provide to CFHS Athletic Training Services through the provision of Athletic Trainers employed by COMPANY.
2. **RIGHTS AND RESPONSIBILITIES OF SPORTS INJURY CENTER.**
 - 2.1 Services. The Athletic Training Services provided by COMPANY shall include, but not be limited to, services as follows:
 - a) Athletic training services as defined in the Iowa Code section 152D.1;
 - b) Supervise and promote the student athletic training program;
 - c) Assessment, treatment, and written report of injuries sustained by Athletes while participating in CFHS school-sponsored programs or events;
 - d) Coverage for on-site practices (to include practice preparation) and games which are scheduled by the CFHS's Athletic Director and assigned Athletic Trainer as outlined in Exhibit B.
 - e) Provision of follow-up care and treatment to Athletes at the COMPANY on Saturday mornings or by appointment; and
 - f) Such other services as may be identified on Exhibit A attached hereto and herein incorporated by reference.
 - 2.2 Services NOT provided. Neither the COMPANY nor its Athletic Trainers shall make any final decisions on the playability of an injured or suspected injured Athlete. Assessment with "recommendations only" will be made to the coach for this determination.
 - 2.3 Qualifications. Athletic Trainers and COMPANY shall ensure that its Athletic Trainers shall, at all times maintain a valid Iowa license to provide Athletic Training Services and should also be certified by the National Athletic Training Association Board of Certification (NATABOC). Upon reasonable request by CFHS, COMPANY will provide verification of valid Iowa license for respective Athletic Trainers.
 - 2.4 Insurance. COMPANY shall at its sole cost and expense maintain professional liability insurance, and malpractice insurance, insuring against claims, demands, expenses, costs, actions, and liabilities

which result from or grow out of the provision of services by Athletic Trainer to CFHS pursuant to this Agreement.

2.5 Medical Equipment and Supplies. COMPANY shall provide a 10% discount on braces, supports and splints to all CFHS's Athletes. Supplies (i.e. tape, bandages, etc.) will be provided to CFHS at an amount equal to COMPANY cost of said supplies.

3. **RIGHTS AND RESPONSIBILITIES OF CFHS.**

3.1 Schedule. CFHS shall provide COMPANY with a schedule, including the time and location, of all events. CFHS shall be responsible for informing COMPANY of any and all schedule changes. COMPANY shall not be responsible for providing coverage for events for which notice was not received at least two (2) weeks prior to the event. CFHS shall provide adequate and appropriate Athletic Training room space to meet the needs of the student athletes. CFHS shall provide lockable storage for student health records to meet privacy regulations and requirements. CFHS shall provide transportation for all away-covered events for Certified Athletic Trainer and Athletic Training Students.

3.2 Compensation.

a) Compensation. CFHS shall pay to COMPANY the amount set forth on Exhibit B attached hereto and herein incorporated by reference.

b) Expenses. CFHS shall be responsible for the expense of medical supplies and athletic training equipment as determined jointly by the Athletic Trainer and CFHS's athletic director.

3.3 Waiver. CFHS shall provide to COMPANY a waiver and release of medical records signed by each Athlete in a form acceptable to COMPANY prior to the provision of Athletic Training Services to any Athlete.

4. **TERM AND TERMINATION.**

4.1 Term. The term of this Agreement shall commence on the Effective Date and end on the third anniversary unless otherwise terminated in accordance with Section 4.2.

4.2 Termination. This Agreement may be terminated at any time:

a) At any time upon written agreement signed by both parties;

b) By either party at any time and for any reason upon thirty (30) days written notice; or

c) By either party, upon the material breach or violation of the terms of this Agreement by the other party, provided that the breaching party has been given written notice specifying the nature of the breach or violation and has failed to cure such breach or violation within fifteen (15) days of receipt of such notice.

5. **MISCELLANEOUS PROVISIONS.**

5.1 Relationship of the Parties. The parties to this Agreement shall be independent contractors. Nothing in this Agreement shall be deemed to create a joint venture or relationship between the parties other than that of independent contractors.

5.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supercedes all prior agreements and understandings between them (written or oral) with respect to the subject matter hereof.

5.3 Assignment. Assignments of this Agreement or the rights or obligations hereunder shall be invalid without the specific written consent of the other party.

5.4 Amendments. This Agreement may be amended only by a written document signed by the parties.

- 5.5 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.
- 5.6 Governing Law. This Agreement shall be construed and governed by the laws of the State of Iowa.
- 5.7 No Referral Required. Under no circumstances shall this Agreement, either explicitly or implicitly, require or obligate either party or any individual affiliated with either party in any manner to utilize, arrange for, or recommend any of the other party's services. Nothing in this Agreement shall be intended or construed in any manner as an inducement for referrals of patients whatsoever. The compensation provided herein is intended solely to be fair market value compensation for services rendered.
- 5.8 Severability. The provisions of this Agreement shall be severable, and the invalidity of any provision, or portion thereof, shall not affect the validity of the other provisions.
- 5.9 Non-Discrimination. COMPANY and CFHS shall not unlawfully discriminate against any individual on the basis of race, creed, color, gender, religion, age, national origin, sexual orientation, veteran's status, disability, or and shall comply with all anti-discriminatory laws and policies promulgated by CFHS and to which CFHS is subject.
- 5.10 Notices. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and delivered in person or deposited in the U.S. mail, certified or registered mail, return receipt requested, postage prepaid, at the address set forth below or to such other address as either party may designate in writing to the other party in accordance with this Section.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement effective the date first above written.

COMPANY

CFHS

Signed: _____

Signed: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

EXHIBIT A
OTHER SERVICES

Student shadowing opportunities

Partnership with University of Northern Iowa (UNI) Athletic Training Program

- Student Interns will be utilized per UNI standards to complete their educational requirements while working within state and school guidelines of supervision and level of knowledge.
- The number of interns utilized will be based on the availability and needs of these interns and in agreement with UNI.
- No more than eight (8) students per Certified Athletic Trainer will be supervised at one time.

CFHS's Athletic Director may directly supervise and prioritize the provided Athletic Trainer's coverage and the work schedule. Questions or final decisions regarding changes in contracted hours, levels of student supervision, or issues with work performance should be referred to the manager of the COMPANY.

Athletic Trainers currently in place at CFHS will remain as the provided Athletic Trainers throughout the Term of this Agreement unless both parties mutually agree a change in personnel is appropriate or unless Athletic Trainer is no longer employed by COMPANY.

EXHIBIT B
COMPENSATION

One Certified Athletic Trainer will be provided to CFHS at twenty (25-30) hours/week for thirty-six (36) weeks for a total of 900 hours during the school calendar. One Athletic Trainer to cover Approximately 17 softball and Baseball dates during the summer. Specific event and practice coverage will be arranged by schools' Athletics Director and Athletic Trainer. CFHS will also include the CVMS PT logo on athletic posters/programs and CVMS can hang Banner at Selected Events

COMPENSATION

Year 1 Contract (2017-2018 School Year) is \$28,700 for school year, payable June 1, 2018.
Year 2 Contract (2018-2019 School Year) is \$28,700 for school year, payable June 1, 2019.
Year 3 Contract (2019-2020 School Year) is \$29,000 for school year, payable June 1, 2020.

Additional events or hours of coverage will be billed to CFHS at the rate of \$22.00 per hour and can be arranged in advance with a minimum of two (2) weeks prior notice to CVMS. Additional hours of coverage will be billed by CVMS and will be payable by CFHS within thirty (30) days of receipt or billing.

Date Accepted: _____

CVMS

Cedar Falls High School

Signed: _____

Signed: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

✶ **Cedar Valley Medical Specialists Occupational Rehab**
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