

STRENGTH AND CONDITIONING SERVICES AGREEMENT

THIS AGREEMENT is made effective this 12th day of September (the "Effective Date") by and between **Cedar Valley Medical Specialists, P.C. ("Company")**, an Iowa professional corporation and the **Cedar Falls High School ("CFHS")**.

WHEREAS, COMPANY employs strength and conditioning coaches ("Coaches") who is a Certified Strength and Conditioning Specialist (CSCS) from the National Strength and Conditioning Association (NSCA) and has current Coaching Authorization through the State of Iowa to provide Strength and Conditioning services as defined by Section 1520.1 of the Iowa Code (collectively, "Strength and Conditioning Services") and desires to provide Strength and Conditioning Services to CFHS; and

WHEREAS, CFHS desires to obtain the services of Strength and Conditioning Coaches to assist in the development, administration, and implementation of strength and conditioning programs for the athletic department at CFHS in order to prepare (improve performance and reduce the chance of injury) student-athletes for their particular sports season,

WHEREAS, CFHS sponsors various team sports and operates an athletic department for its students of which the programs and teams require the availability of Strength and Conditioning 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 Strength and Conditioning Services through the provision of the Coaches employed by COMPANY.

2. **RIGHTS AND RESPONSIBILITIES OF SPORTS PERFORMANCE CENTER.**

2.1 **Services.** The Strength and Conditioning Services provided by COMPANY shall include, but not be limited to, services as follows:

- a) Design and implement year-round strength training and conditioning programs in a manner that reflects research-driven practices.
- b) Provides instruction and demonstration of dynamic warm-up, mobility and stability exercises, correct Olympic lifting technique, along with other strength, speed development, agility and plyometric exercises while applying them in a periodized framework.
- c) Work with CVMS Sports Medicine staff, including but not limited to, Orthopedics, Physical Therapists and Athletic Trainers to coordinate a systematic, synergistic pre-habilitation and rehabilitation process for the student athlete.
- d) Modify exercises and workouts to accommodate injured student athletes and assist with return to play procedures determined by the sports medicine staff.
- e) Facilitate a collaborative relationship among sport coaches, CVMS Sports Medicine professionals and strength and conditioning staff.
- f) Conduct annual needs-analysis for sport teams in conjunction with the sport coaches and the teams CVMS Athletic Trainers.
- g) Community outreach includes establishing and developing relationships with area businesses, schools and athletic organizations.

- 2.2 Services NOT provided. Neither the COMPANY nor its Strength and Conditioning Coaches 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. Strength and Conditioning Coaches and COMPANY shall ensure that its Strength and Conditioning Coaches shall, at all times maintain current Certified Strength and Conditioning Specialists (CSCS) from the National Strength and Conditioning Association (NSCA) and keep updated Coaching Authorization through the State of Iowa to provide Strength and Conditioning Services. Upon reasonable request by CFHS, COMPANY will provide verification of valid Iowa license for respective Strength and Conditioning Coaches.
- 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 Strength and Conditioning Coaches to CFHS pursuant to this Agreement.

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

- 3.1 Schedule. CFHS shall provide COMPANY with a strength and conditioning schedule, including the time and location, of all training sessions. CFHS shall be responsible for informing COMPANY of any and all schedule changes. COMPANY shall not be responsible for providing coverage for training sessions for which notice was not received at least two (2) weeks prior to the training session. CFHS shall provide adequate and appropriate Strength and Conditioning room space to meet the needs of the student athletes. CFHS shall provide lockable storage for student training programs to meet privacy regulations and requirements.
- 3.2 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 Strength and Conditioning 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 fifth 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 supersedes 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.

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

Signed: _____

Print Name: _____

Title: _____



Gil Irey

CEO

CFHS

Signed: _____

Print Name: _____

Title: _____

