Cedar Valley Medical SPECIALISTS, P.C.
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ATHLETIC TRAINING SERVICES AGREEMENT

THIS AGREEMENT is made effective this 1st day of September 2019 (the "Effective Date") by and between Cedar Valley Medical Specialists, P.C. ("**CVMS**"), an Iowa professional corporation and the **Cedar Falls Junior High Schools ("CFJHS")**

WHEREAS, CVMS 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 CFJHS; and

WHEREAS, CFJHS desires to obtain the services of Athletic Trainers for the assessment and treatment of injuries sustained by athletes ("Athletes") during their 2019 fall football games and scrimmages.

WHEREAS, CVMS and CFJHS 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**. CVMS shall provide to CFJHS Athletic Training Services through the provision of Athletic Trainers employed by CVMS.

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

2.1 Services. The Athletic Training Services provided by CVMS shall include, but not be limited to, services as follows:

a) Athletic training services as defined in the Iowa Code section 152D.1;

b) Assessment and treatment of injuries sustained by Athletes while participating in CFJHS-sponsored programs or events;

c) Coverage for all football games as noted on Exhibit A of this Agreement.

2.2 Services NOT provided. Neither the CVMS 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 CVMS 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 CFJHS, CVMS will provide verification of valid Iowa license for respective Athletic Trainers.

2.4 Insurance. CVMS 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 CFJHS pursuant to this Agreement.

3. **RIGHTS AND RESPONSIBILITIES OF CFJHS.**

3.1 Schedule. CFJHS shall provide CVMS with a schedule, including the time and location, of all events. CFJHS shall be responsible for informing CVMS of any and all schedule changes. CVMS shall not be responsible for providing coverage for events for which notice was not received at least two (2) weeks prior to the event.

3.2 Compensation.

a) Compensation. CFJHS shall pay to CVMS the amount set forth on Exhibit A attached hereto and herein incorporated by reference.

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

3.3 Waiver. CFJHS shall provide to CVMS a waiver and release of medical records signed by each Athlete in a form acceptable to CVMS 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 September 1, 2019 and end after last football game of the 2019 season.

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. CVMS and CFJHS 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 CFJHS and to which CFJHS 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.

CVMS	**Cedar Falls Junior High Schools**
Signed: D. Fricke MS ATC, LAT	Signed: _____
Print Name: DAVID A. FRICKE MS ATC, LAT	Print Name: _____
Title: Director of AT Services	Title: _____

EXHIBIT A

COMPENSATION

One Certified Athletic Trainer will be provided to Cedar Falls Junior High Schools to provide coverage for 9th, 8th, 7th, grade football games at a cost of $110 per game . Any additional coverage during the football season will be at the same compensation ($110 per game). Cedar Valley will cover games as ATC's are available and not to exceed 20 games. CVMS will provide a schedule of ATC's that will cover games to the appropriate Athletic Director of Peet and Holmes Middle Schools.

Start Date August 26, 2019, End Date Approximately November 30, 2019

Compensation $110.00 per game.

Total Cost will be sent out prior to season but not to exceed $2,200

Payable by December 1, 2019

Date Accepted: _____

CVMS

Signed: _____

Print Name: DAVID A. FRICKE MSATC, LAT

Title: Director of AT Services

Cedar Valley Medical Specialists, P.C
7024 Nordic Dr suite 200
Cedar Falls, IA 50613
319-859-3895

Cedar Valley Medical Specialists, P.C
4150 Kimball Ave.
Waterloo, IA 50701
319-235-5390

Cedar Falls Junior High Schools

Signed: _____

Print Name: _____

Title: _____