



## **ATHLETIC TRAINING SERVICES AGREEMENT (Junior Highs)**

**THIS AGREEMENT** is made effective this \_\_\_\_\_ (the "Effective Date") by and between **Agape Therapy, ("Company")**, an Iowa professional corporation and the **Cedar Falls High School ("CFHS") for coverage to the Cedar Falls Junior High Schools.**

**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 to the Cedar Falls Junior Highs.
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 by appointment; and or

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. CFHS will provide the day to day supplies needed, such as (tape, bandages, blister care, band aids and so forth). Any further bracing that is required to go through a clinic will be provided to the athlete, at the athlete's expense COMPANY will simply pass on their cost to the athlete where able.

### 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.

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 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.

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 on the date first above written.

**COMPANY**

**CFHS**

Signed:

Signed:

Print Name:

Print Name:

Title:

Title:

**EXHIBIT A**

**OTHER SERVICES**

CFHS's Athletic Director/CF Junior High Athletic Directors 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.

This contract is in effect as long as Agape Therapy has Athletic Trainers to supply the contract.

**EXHIBIT B**  
**COMPENSATION**

One Certified Athletic Trainer will be provided to one CF Junior High at \$110/game for up to 16 home games. One Athletic Trainer to cover Specific event and practice coverage will be arranged by schools' Athletics Director and Athletic Trainer.

CFHS Junior Highs will also include the Agape Therapy logo on athletic posters/programs and Agape Therapy can hang Banner in the gyms for events.

Additional events or hours of coverage will be billed to CFHS at the rate of \$30.00 per hour and can be arranged in advance with a minimum of two (2) weeks prior notice to Agape Therapy. Additional hours compensation may need adjusted depending on if the demand increases past 10 hours additional coverage. Which will be determined prior to the next contract year. Additional hours of coverage will be billed by Agape Therapy and will be payable by CFHS within thirty (30) days of receipt or billing.

Date Accepted:

Agape Therapy Signed:

Date:

Print Name:

Title:

CFHS Signed:

Date:

Print Name:

Title:

Send to:

Agape Therapy

PO Box 1107

Cedar Falls, IA. 50613

319.277.3166

Contact: Amy VanArkel, CEO [avanarkel@agapetherapy.com](mailto:avanarkel@agapetherapy.com)