

**MIDWEST ORTHOPAEDIC CENTER
SPORTS MEDICINE & ATHLETIC TRAINER
AGREEMENT**

This Sports Medicine & Athletic Trainer Agreement ("Agreement") is made and entered into on the date set forth below by and between MORTON HIGH SCHOOL and MORTON DISTRICT #709, an Illinois School District (collectively referred to hereinafter as "School") and MIDWEST ORTHOPAEDIC CENTER, S.C., an Illinois professional corporation ("MOC").

WHEREAS, the School desires certain athletic training and medical services to be performed in connection with the School's athletic programs; and

WHEREAS, MOC has agreed to perform such services for the benefit of the School under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the School and MOC, in consideration of the mutual covenants and agreements herein contained, do hereby agree as follows:

1. Term: The term of this Agreement shall commence on the effective date of August 1, 2016 and shall continue for a period of 36 months ("Term"). The Term will automatically be extended for additional periods of (1) one year, unless either party provides at least thirty (30) day prior written notification to the other party of its termination of the Agreement upon the expiration of the then current Term

During the term of this Agreement, including renewals, the annual fee will not change unless MOC submits, and the School accepts and signs in writing, an amendment to this Agreement or a new Agreement with changes to the annual fee.

Additionally, it is agreed that during the Term of this Agreement, either party may terminate this Agreement on 30 days' written notice without cause. It is agreed by both parties that in the event of contract termination, all property shall be returned promptly to the appropriate party.

2. Certified Athletic Trainer Coverage: MOC will provide an Illinois Licensed Certified Athletic Trainer ("ATC") to provide trainer services and to assess all sports injuries by athletes and staff at the School. The ATC will be on site at mutually agreed upon times during the Term of the Agreement to provide practice, pre-game and game athletic trainer services.

The ATC will also be on site for scheduled:

- Varsity football games (home & away)
- Sophomore football games (home)
- Girls volleyball (home)
- Boys wrestling (home)
- Boys baseball and Girls softball (home)
- Boys and Girls basketball (home)
- Boys and Girls soccer (home)
- Additional ATC coverage for selected games, regional, sectionals, or tournaments hosted by the School may be provided by MOC at an additional cost determined by event.

When the ATC is attending School athletic events, the ATC will not be available at the School's training room, and MOC shall not be required to provide an additional ATC at the School's training room for such period of time. Makeup, rain out and other miscellaneous scrimmages or tournaments which are not listed on the original schedules, will be accommodated on an individual basis. MOC will make good faith efforts to provide coverage for such events.

**Days with multiple events will be covered with the ATC attending the sport with the highest risk of injury.*

3. Physician Coverage: Physician coverage will be provided for home varsity football games. Additional physician coverage for selected games, regional, sectionals, or tournaments hosted by the School may be provided by MOC at an additional cost determined by event.
4. School's Duties and Responsibilities: The School shall be responsible for providing an area for MOC and the ATC to perform the services hereunder and to provide all necessary and required supplies and equipment. The School shall facilitate communication and flexibility between the School, its coaches and MOC.
5. Game Day/Time/Venue Changes and Rescheduled Events: In order to effectively manage coverage needs, all changes to published events must be directly communicated from the Athletic Director and or his designee to the ATC. Notifications that occur with less than 48 hours' notice may result in an uncovered event.
6. ATC Sick/Vacation Days: In the event the ATC is absent from work, good faith efforts will be made by MOC to accommodate coverage needs. It is mutually understood the onsite daily training room assessments/duties will go absent on ATC sick/vacation days. The ATC will communicate such absence(s) to the AD and respective coaching staff.
7. Workers Compensation and Malpractice Insurance: MOC will provide workers compensation insurance and medical malpractice insurance for all ATC's, physicians, and all other caregivers employed by MOC that provide services to the School under this Agreement.
8. Concussion Cognitive Testing: MOC will provide Concussion Testing to School athletes participating in contact or collision sports.
9. Priority Scheduling: MOC will provide to the School priority scheduling as needed for any athlete or staff. Priority scheduling means, as needed, the athlete will be seen in MOC's office by the next business day.
10. Conditioning Programs: MOC will assist coaches with the development of sport specific pre and post season conditioning programs, as requested.
11. Educational Programs: MOC will design educational programs for staff and coaches regarding first aid, injury assessment, and taping, as well as other topics upon reasonable request.
12. Emergency Consultation Line: MOC will provide for the School and its coaching staff a telephone number where they can communicate with an ATC or our physicians concerning a sports injury or priority scheduling.
13. MOC Fee: For the above-mentioned services, the School shall pay MOC the following sum:
 - School Year 2016 – 2017 = Eight Thousand Five Hundred dollars (\$8,500)
 - School Year 2017 – 2018 = Eleven Thousand Five Hundred dollars (\$11,500)
 - School Year 2018 – 2019 = Fourteen Thousand Five Hundred dollars (\$14,500)

The School agrees that during the Term of this Agreement, no other orthopedic, chiropractic or sports medicine service may provide coverage for the School. The fee shall be payable as follows: To be mutually agreed upon.

14. Banners and Displays: The School further agrees to allow MOC to hang banners in the gym and all athletic fields of the School. The location will be mutually agreed upon and must be clearly visible during the Term

of the Agreement. The School also agrees to display a full page advertisement in the game programs for each sport. If a game program is not produced, then the MOC logo shall be included in the roster print out.

15. Independent Contractor. It is hereby understood and agreed that MOC, in performing the services pursuant to this Agreement, is acting in the capacity of an independent contractor. MOC represents and warrants that it and its employees are not agents, servants, partners, nor employees of the School. MOC has no authority hereunder to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of School or to bind School in any way whatsoever.
16. Entire Agreement: No Modification. This Agreement contains the entire understanding between the parties hereto and supersedes all prior agreements, understandings, representations, warranties and / or covenants, whether written or oral, between the parties regarding the subject matter. This Agreement may not be changed, amended, or modified except by written instrument executed by both of the parties to the Agreement.
17. Notices. Any and all notices required or desired to be given pursuant to the terms of this Agreement shall be in writing and delivered as follows:

School: Morton High School
350 N. Illinois Ave
Morton, IL 61550

MOC: Derek Armstrong, CEO
Midwest Orthopaedic Center, S.C.
6000 N. Allen Road
Peoria, IL 61614

ACCEPTED by Morton High School

By: Derek M. Jones

Its: Athletic Director

Title: Director of Athletics + Activities

Date: May 3, 2016

ACCEPTED by MOC

By: Derek Armstrong

Its: Derek Armstrong, CEO

Title: CEO

Date: 5/3/16