

AGREEMENT
between
University of Connecticut Health Center Finance Corporation on behalf of
UNIVERSITY OF CONNECTICUT HEALTH CENTER
and
Bloomfield Public Schools on behalf of
BLOOMFIELD HIGH SCHOOL

This Agreement for Sports Medicine Services ("Agreement") is entered into by University of Connecticut Health Center Finance Corporation on behalf of UNIVERSITY OF CONNECTICUT HEALTH CENTER (collectively, "UConn Health") on behalf of the UConn Institute for Sports Medicine ("ISM"), 263 Farmington Avenue, Farmington, Connecticut, 06030, and Bloomfield Public Schools on behalf of BLOOMFIELD HIGH SCHOOL ("Client"), 5 Huckleberry Lane, Bloomfield, Connecticut, 06002. UConn Health and Client may sometimes be referred to in this Agreement individually as a "party" or collectively as "parties."

A. The University of Connecticut Health Center Finance Corporation ("UCHCFC") is a statutorily-created public instrumentality and political subdivision of the State of Connecticut that was established to promote the University of Connecticut Health Center's efficient and effective provision of health care services. In performing its functions under Connecticut General Statutes §§ 10a-250 through 10a-263, UCHCFC enters into a variety of contracts on behalf of the University of Connecticut Health Center's clinical operations. References in this Agreement to "UConn Health" shall mean both UCHCFC and the University of Connecticut Health Center, unless the provision explicitly indicates otherwise

B. UConn Health is an academic medical center and constituent unit of the State of Connecticut's system of public higher education.

C. The ISM includes various departments from the University of Connecticut ("UConn") and UConn Health, including UConn Department of Kinesiology and UConn Health Orthopedics and Sports Medicine.

D. The ISM provides clinical care, education and research to enable athletes at all levels of play to reach their peak performance while working to prevent and treat sports-related injuries and develop safe return to play practices.

E. The ISM brings together nationally recognized researchers, clinicians and surgeons who are committed to the health, performance, and longevity of athletes.

F. The UConn Department of Kinesiology trains exercise and healthcare professionals through programs in athletic training, exercise science, physical therapy, and exercise prescription.

G. UConn Health Orthopedics and Sports Medicine, whose specialists are part of an academic medical center providing orthopedic care and sports medicine, collaborate with scientists and or researchers to find the fastest and most effective treatments to maximize mobility and overall health.

H. UConn Health provides a complete range of medical and dental services including preventative care, specialty care, and emergency care.

I. Bloomfield High School is an independent co-educational, college preparatory public high school and desires to enter into this Agreement with UConn Health to obtain sports team based training, injury prevention programs, and professional sports medicine expertise for its student athletes.

J. UConn Health is willing to enter into this Agreement for the provisions of various services as more particularly set forth in this Agreement.

K. University of Connecticut Health Center enters into this Agreement pursuant to its authority granted by Connecticut law, including Conn. Gen. Stat. §§ 4a-52a, 10a-104, 10a-108, 10a-151 and 10a-151b.

The parties hereby enter into this Agreement and agree to the following terms and conditions:

1. **Scope of Services.** The services to be provided by ISM are more particularly set forth in Exhibit A, "Scope of Services."
2. **Site of Services.** The services will be performed at Client's site or at alternative sites as mutually agreed in advance by the parties. No rent or other site/logistical costs shall be charged UConn Health.
3. **Exclusivity.** ISM shall be the sole sports medicine provider to contract with Client for the Services contemplated under this Agreement during the Term of this Agreement.
4. **Term.** The Term of this Agreement shall be for a period of 3 years, commencing July 1, 2026 and continuing through and including June 30, 2029.
5. **Termination.** A party may terminate this Agreement without penalty by providing the other party with at least ninety (90) days written notice in advance of termination date. Said notice shall set forth the effective date of termination.
6. **Obligations of Client.** Client agrees to the following:
 - (a) Provide on-site coverage of games and practices (prevention, evaluation and treatment) by a BOC Certified, CT Licensed Athletic Trainer.
 - (b) Provide and maintain an appropriate level of athletic training supplies as may be recommended by ISM.
 - (c) Provide appropriate space for the conduct of any athletic training program, including appropriate athletic training supplies and equipment for the development of preventative programs.
 - (d) Communicate to ISM the dates and times of all practices, athletic contests and other events requiring the presence of an ISM athletic trainer as soon as they are known, but no less than seven (7) days prior to the practice, athletic contest or event. The dates and times of rescheduled practices, contests or events that require ISM coverage shall be communicated to UConn Health as soon as they are known to the Organization, but not less than twenty-four (24) hours prior to the scheduled time.
 - (e) Communicate to ISM all cancellations no later than 1:00 p.m. on weekdays or two (2) hours prior to the scheduled event on weekend days or holidays. ISM reserves the right to apply up to two (2) hours of coverage against the weekly maximum allotment in the event the Organization fails to notify ISM of a cancellation as set forth above.
 - (f) Have Client's Athletic Director serve as the primary liaison for all services provided under this Agreement.
 - (g) Inform ISM of its policies and procedures concerning official reporting of injuries and potential/suspected cases of abuse that may be identified by the ISM athletic trainer during the performance of his/her responsibilities, and the name and title of the person within the Organization to whom such matters should be reported.
 - (h) Client will promote/adhere to the best practices outlined by associated the Emergency Action Plan ("EAP"). If EAP is out of date or nonexistent – Client will inform Athletic Trainer and EAP will be developed/reviewed by ISM.
7. **Hours and Schedule.**
 - (a) Client's Athletic Director may prioritize the time spent by ISM employees so that the work hours may be shifted from day to day to accommodate the week's events.
 - (b) A schedule specifying hours and days will be provided and may be amended and updated as needed upon mutual agreement of the parties.
 - (c) The number of contracted hours should not exceed 480 hours for each of the fall, winter and spring seasons. However, additional hours, if needed, may be provided as mutually agreed upon by the parties.
 - (d) The ISM athletic trainer is responsible to be present at every agreed upon home game.
 - (e) The ISM athletic trainer will also provide athletic training room time daily, ranging from 2-4 hours, depending on game coverage needs for that week.

8. **Compensation.** Compensation to be paid by Client to UConn Health for the ISM services shall be as follows:
- (a) For the period July 1, 2026 through June 30, 2027, Client shall pay a flat fee of \$61,000.
 - (b) For the period July 1, 2027 through June 30, 2028, Client shall pay ISM a flat fee of \$65,000.
 - (c) For the period July 1, 2028 through June 30, 2029, Client shall pay ISM a flat fee of \$68,000.
 - (d) The total of the flat fees payable for the 3-year term of this Agreement is \$194,000.
 - (e) The flat fee paid by Client to UConn Health does not include any on-site physician services or additional per diem athletic training services described in **Exhibit A** Scope of Services sections 5 and 6.
 - (f) The total amount payable during the 3-year term of this Agreement to UConn Health shall not exceed \$250,000, unless the parties amend this Agreement to specify a higher amount payable.
 - (g) Compensation paid by Client to ISM will cover all the expenses of the ISM athletic trainer, except for any additional expenses incurred when the ISM athletic trainer is required to participate in out-of-town athletic events that require travel, food and/or overnight lodging. In such situations Client shall provide and pay the direct costs of such additional expenses as they are incurred by or on behalf of the ISM athletic trainer.
 - (h) Compensation payable hereunder has been determined through good faith and arm's length bargaining is consistent with what the parties reasonably believe to be within fair market value for the Services provided under this Agreement. During the term of this Agreement, compensation may be adjusted by mutual written agreement in order to comply with the requirement that compensation be set at a fair market value rate. Any such adjustment shall occur no more frequently than annually.
 - (i) No amount paid hereunder is intended to be, nor shall be construed as, an inducement or payment for referral of or recommending referral of, patients by Client to UConn Health, ISM or any affiliates.
9. **Invoicing.**
- (a) ISM will invoice Client for the flat fee, and Client will submit payment within 30 days of receipt of invoice.
 - (b) UConn Health shall be responsible for the timely invoicing of any costs to be reimbursed to UConn Health by Client, which costs will be mutually agreed upon in advance by UConn Health and Client.
10. **Fees.**
- (a) No fees shall be charged for Program Services or Research Services as those services are being provided to support the advancement of University of Connecticut academic and research programs related to injury prevention and student athletes return to safe play.
 - (b) If any services outside the Scope of Services in this Agreement require a fee arrangement, such arrangement will be separately memorialized in written agreement and signed by the parties to that agreement.
11. **Consent Forms.**
- (a) Client will be responsible for obtaining student athlete consent forms for each student athlete receiving ISM services. ISM services cannot be provided without a properly executed consent form that meets legal and regulatory requirements.
 - (b) ISM may work with Client for the purposes of ISM data collection or other research-based activities. The parties acknowledge this will require a separate consent form from participants if such participation is not already covered by a signed consent. Such additional consent must meet the requirements of the University of Connecticut and its Institutional Review Board ("IRB").
12. **Medical Records.** The parties acknowledge that student athlete participants will be registered in UConn Health's electronic health records system ("EPIC") for the purpose of maintaining medical records relating to the care that may be provided to the student athletes. The particulars of the EPIC registration process and maintenance of the medical records will be documented and agreed to by the parties in advance of any implementation.
13. **No Obligation to Utilize UConn Health Clinicians or Facility.**
- (a) All decisions regarding medical treatment, including rehabilitation services, will be made by the student athletes and/or their parents or guardians.
 - (b) Nothing contained in this Agreement shall be interpreted to require a student athlete to utilize the services of any UConn Health physician or other UConn Health clinician or any UConn Health facility for any medical care.

- (c) No term of this Agreement shall be interpreted as restricting or limiting in any way any student athlete's choice of provider for any healthcare service not within the Scope of Services hereunder.
- (d) If a student athlete elects to pursue any continued medical treatment outside the scope of this Agreement at UConn Health, the student athlete will be responsible for payment for services pursuant to the terms of the student athlete's health insurance coverage.

14. **Trademarks.** Each party's trademarks, trade names, service marks, brand logos, label designs, product identification, decals and artwork (collectively, "Trademarks") shall be and remain each party's property and the form of all usage of the Trademarks are subject to that party's prior, written consent. No party shall have the right to use the Trademarks or other identification of the other party or any of its affiliates without said party's prior written consent, which consent may be granted or withheld in that party's sole discretion. Any material relating to a party made by or on behalf of another party shall be submitted to such party for review and approval prior to its intended use. The rights to use another party's Trademarks are non-exclusive, not assignable and nontransferable. Any and all rights under trademark or copyright laws or other property rights thereof shall inure to the benefit of and remain the exclusive property of each party.

15. **Promotional Activities.**

- (a) As additional consideration for providing Services pursuant to this Agreement, Client agrees to provide ISM with an opportunity to display signage and/or banners at each event in prominent locations, and agrees to provide to UConn Health at least one announcement at each Client sports event announcing UConn Health as the provider of sports medicine.
- (b) ISM and Client each recognize the right of the other to publicize their relationship for promotional purposes on their websites and social media, so long as each represents the other in a way consistent with Trademarks, if applicable, and subject to review and approval as noted in section 14 of this Agreement.

16. **Sovereign Immunity.** The parties acknowledge and agree that nothing herein shall be construed as a modification, compromise or waiver of any rights, defenses or immunities available to UConn Health, the State of Connecticut, or their agencies, departments, officers or employees. To the extent that this section conflicts with any other provision of this Agreement, this section shall govern. For avoidance of doubt, UConn Health will not be responsible for indemnifying or holding Client harmless. To the extent that this section conflicts with any other provision of this Agreement, this section shall govern.

17. **Claims Against the State.** The Client acknowledges that the presentation of any claim against the State of Connecticut or the University arising from this Contract must be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and Client agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

18. **Insurance.** Client will carry sufficient insurance (liability and/or other) as applicable according to the nature of goods provided or work performed so as to hold harmless UConn Health and the State of Connecticut, including any agency or official of UConn Health or the State, from any insurable cause whatsoever, which shall be at least the minimum amount required by applicable law. If requested, Client will provide certificates of such insurance to UConn Health.

19. **Indemnification.** Client shall indemnify and hold harmless UConn Health, the State of Connecticut, and their agencies, departments, officers and employees, from and against all costs, claims, damages, or expenses, including reasonable attorney's fees, arising from Client's acts or omissions in connection with this Agreement.

20. **Work or Meetings at UConn Health Premises.** If Client's personnel will be working or meeting on-premises at any UConn Health location, Client shall ensure that its personnel comply with all UConn Health requirements applicable to the circumstances of Client's on-site presence. Client personnel shall comply with all rules generally applicable to individuals present at the location, such as prohibitions on: the use or possession of drugs or alcohol; possession of weapons; smoking; harassment or intimidation; violation of traffic rules; the unauthorized use, removal or theft of UConn Health property; conduct that endangers the health, safety and welfare of others; interference with the work of others; loud or vulgar behavior; or the use of

profanity. Client personnel may be subject to additional requirements, including (without limitation): background checks; health screenings and immunizations; completion of certifications/attestations; dress code/uniform; and/or wearing an identification badge while on-site at UConn Health. Client shall be responsible for all costs associated with such compliance. If UConn Health determines that an individual is not compliant with any applicable requirement(s), UConn Health may require Client to immediately remove that individual from UConn Health premises without penalty to UConn Health and without relieving Client of its obligations under this Agreement.

21. **Confidential Information.** (a) Client, at its own expense, has a duty to and shall protect any and all confidential information which it comes to possess or control pursuant to this Agreement, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards. (b) The parties shall comply with all applicable federal and state statutes and regulations, including, but not limited to the Gramm-Leach-Bliley Act and the Family Educational Rights and Privacy Act ("FERPA"), in the protection of all personally identifiable and other protected confidential information and non-directory student or patient data. (c) UConn Health also requires that entities with which it does business have policies and procedures to prevent identity theft, and to report any "Red Flags" (as defined by FTC regulations) regarding identity theft to UConn Health promptly upon discovery. (d) UConn Health and Client will comply with the privacy and security standards of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended, and the Health Information Technology for Economic and Clinical Health Act ("HITECH").
22. **Freedom of Information Act/Public Records.** This Agreement is disclosable under the Connecticut Freedom of Information Act ("FOIA") and will not be treated as confidential information.
23. **Equal Opportunity & Nondiscrimination.** UConn Health is an equal opportunity employer and adheres to UConn Health Policy 2002-44. UConn Health will not knowingly do business with any person or entity who discriminates against members of any class protected under federal law or sections 4a-60 or 4a-60a of the Connecticut General Statutes, and Client agrees that it will not discriminate in violation of federal or Connecticut law.
24. **Consulting Agreements Representation.** Pursuant to section 4a-81 of the Connecticut General Statutes, the person signing this Agreement on behalf of Client represents, to their best knowledge and belief and subject to the penalty of false statement as provided in section 53a-157b of the Connecticut General Statutes, that Client has not entered into any consulting agreements in connection with this Agreement, except for any such consulting agreements listed in an attachment to this Agreement. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State of Connecticut, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.
25. **Campaign Contribution Restriction.** For all State of Connecticut contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. The notice is available on the State Elections Enforcement Commission's website: https://seec.ct.gov/Portal/data/forms/ContrForms/seec_form_11_notice_only.pdf.
26. **Anti-Kickback and Stark Law Compliance.** The parties specifically intend to comply with all applicable laws, rules and regulations, including (i) the federal anti-kickback statute (42 U.S.C. 1320a-7(b)) and related safe harbor regulations; and (ii) the Limitation on Certain Physician Referrals, also referred to as the "Stark Law"

(42 U.S.C. 1395 (n)). Accordingly, no part of any consideration paid hereunder is a prohibited payment for the recommending or arranging for the referral of business or the ordering of items or services; nor are any payments intended to induce illegal referrals of business. In the event that any part of this Agreement is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to the violative provision(s). If the parties are unable to agree to new or modified terms as required to bring the Agreement into compliance, either party may terminate this Agreement on fifteen (15) days written notice to the other party. Client represents and warrants to UConn Health that neither it nor any of its affiliates has entered into a direct or indirect relationship with a third party for the purpose of providing services hereunder wherein such third party is directly or indirectly compensated or receives remuneration of any kind on the basis of the volume or value of referrals that it makes to UConn Health for “designated health services” as defined by 42 C.F.R. § 411.351. Client shall indemnify, defend and hold harmless UConn Health, the State of Connecticut and their respective officers, directors, members, employees, and agents from and against any and all claims, liabilities, obligations, losses, judgments, fines, assessments, penalties, awards, statutory damages, costs or expenses (including, without limitation, reasonable attorneys’ fees and expenses) arising out of Client’s breach of the representation and warranty made herein.

27. **Occupational Health and Safety Administration (“OSHA”).** Client represents and warrants that it complies with all applicable OSHA regulations, and that it has not had any violations or criminal convictions that would preclude UConn Health from entering into this Agreement pursuant to Connecticut General Statutes § 31-57b (Awarding of contracts to occupational safety and health law violators prohibited).

28. **Debarment.** Client represents and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity in accordance with applicable federal or state laws, and Client shall disclose to UConn Health immediately in writing any debarment, suspension, proposal for debarment, voluntary exclusion or other event that makes it or its principals an “Ineligible Person” at any time during the course of this Agreement. An “Ineligible Person” is an individual or entity who: i) is currently excluded, debarred, suspended, or otherwise ineligible to participate in the federal health care programs or in federal procurement or non-procurement programs, or ii) has been convicted of a criminal offense that falls within the ambit of 42 U.S.C. §1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible.

29. **Executive Orders and Enactments.**

- (a) All references in this Agreement to any federal, state, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, “Enactments”) shall mean Enactments that apply to the Agreement at any time during its term, or that may be made applicable to the Agreement during its term. This Agreement shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. At Client’s request, UConn Health shall provide a copy of these Enactments to Client. Unless otherwise provided by the Enactments, Client is not relieved of its obligation to perform under this Agreement if it chooses to contest the applicability of the Enactments or UConn Health’s authority to require compliance with the Enactments.
- (b) This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices; Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; and Executive Order No. Sixteen of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace. All of the Executive Orders referenced in this subsection are incorporated into and are made a part of this Agreement as if they had been fully set forth in it.
- (c) This Agreement may be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and Executive Order Nos. 13F and 13G of Governor Ned Lamont, promulgated September 3, 2021 and September 10, 2021, respectively, concerning protection of public health and safety during COVID-19 pandemic, as extended by Executive Order No. 14A of Governor Ned Lamont, promulgated September 30, 2021. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Agreement as if fully set forth in it.

30. **Force Majeure.** If the performance of obligations under this Agreement is rendered impossible or hazardous

or is otherwise prevented or impaired due to events beyond the reasonable control of the party asserting that such an event has occurred, including: accidents, Acts of God, riots, strikes, extraordinary weather conditions, epidemics, earthquakes, insurrection or war ("Force Majeure" events), the non-performing party shall give immediate written notice to the other party (the "performing party") and each party's obligations to the other hereunder shall be excused and neither party shall have any liability to the other hereunder during the existence of such event. If any Force Majeure event (or series of events) lasts for thirty (30) days, this Agreement may be terminated by the performing party without penalty upon written notice to the non-performing party.

31. **Notices.** All notices shall be sent to the intended party at the addresses set forth below (unless notification of a change of address is given in writing). Notices shall be sent in writing via one of the following methods and will be effective: (i) on the date of delivery, if delivered in person; (ii) on the date of receipt, if sent by email or other electronic transmission (with delivery confirmed); or (iii) on the date of receipt, if sent by private express courier or by first class certified mail, return receipt requested (or its equivalent).

If to UConn Health:

Procurement Operations and Contracts
University of Connecticut Health Center
263 Farmington Avenue, MC 4036
Farmington, CT 06030-4036
Attn: Berri Gerjuoy, AVP

If to Client:

Allison Borawski
Director of Athletics
Bloomfield High School
5 Huckleberry Lane
Bloomfield, CT 06002

32. **Amendment.** This Agreement may not be amended or modified except by a subsequent writing signed by all parties.
33. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Connecticut, without regard to its conflict of laws provisions.
34. **No Assignment; No Third Party Beneficiaries.** This Agreement shall not be assigned by either party without the express written consent of the other. There are no third-party beneficiaries in or to this Agreement.
35. **Survival.** The rights and obligations of the parties which by their nature survive termination, cancellation or completion of this Agreement, including, but not limited to, those relating to intellectual property, indemnification, hold harmless and confidential information, shall remain in full force and effect.
36. **Severability.** If any term or provision of this Agreement or its application is held to be invalid or unenforceable, the remainder of this Agreement shall be valid and enforced to the fullest extent possible by law.
37. **Entire Agreement.** This Agreement and any changes, amendments or modifications (which shall not be valid unless reduced to writing, signed by both parties) constitutes the entire agreement between UConn Health and Client, on the matters specifically addressed herein. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
38. **Power to Execute.** The individual signing this Agreement on behalf of Client certifies that he or she has full authority to execute the Agreement on behalf of Client and that this Agreement has been duly authorized, executed and delivered by Client and is binding upon Client in accordance with its terms.
39. **Statutory Authority.** This Agreement is entered into by UConn Health pursuant to the authority granted by Connecticut law, including Conn. Gen. Stat. §§ 10a-250 through 10a-263.

[Signature page follows.]

ACCEPTED AND AGREED TO BY THE PARTIES:

**UNIVERSITY OF CONNECTICUT HEALTH CENTER
FINANCE CORPORATION** on behalf of UConn Health

BY: _____
(signature and date signed)
Chad Bianchi
Chief Financial Officer

BLOOMFIELD PUBLIC SCHOOLS
on behalf of Bloomfield High School

BY: _____
(signature and date signed)

NAME: _____

TITLE: _____

ACKNOWLEDGED BY:

**UNIVERSITY OF CONNECTICUT
COLLEGE OF AGRICULTURE, HEALTH AND NATURAL RESOURCES
DEPARTMENT OF KINESIOLOGY**

Laurie Devaney, PhD, PT, ATC
Department of Kinesiology
Co-Director, UConn Institute for Sports Medicine

EXHIBIT A

SCOPE OF SERVICES

Services and Understandings
between UConn Institute for Sports Medicine
and Bloomfield High School

1. ISM may provide guidelines for team based training and preparation for sport that may include assistance with development and implementation of team based injury prevention workshops programs for the sports programs and related needs as mutually agreed upon in advance by the parties. Services include on-site evaluation by ISM professionals.
2. ISM may, at no cost to Client, support assessment and revision of Emergency Action Plans to improve athlete safety.
3. ISM will assign a head team physician to serve as a point person for all sports medicine concerns. The specific role as team physician can be as simple as access and having a person to call if athletes need to be seen in the office setting to as robust as Client deems necessary and economically feasible. Naming of any individual physician and use of title requires approval of Client.
4. Client may support the research mission of the ISM through approvals and voluntary consents to gather participant (student) performance data in a way consistent with Client and university privacy and participation guidelines to support the advancement of ISM projects.
5. ISM may provide on-site physician services for student athletes at an estimated rate of \$150 per hour depending on the need, including sideline or event coverage, and provided the needed services are mutually agree to in advance by the parties.
6. If additional athletic training services outside the scope of this Agreement are needed due to the volume of games or absences, ISM may, under separate agreement, help supplement coverage with per diem athletic training services. Client agrees to compensate ISM at the per diem rate of \$52 per hour for the additional services.
7. The estimated hourly rate set forth in section 5 and the per diem rate set forth in section 6 shall be subject to the 3.5% increase in fiscal years 2025 and 2026.
8. ISM may provide preseason participation examination and musculoskeletal screening at the Client's location with scheduling and logistical support from the Client several times during the school year to support the start of new athletic seasons.
9. ISM through a dedicated Client support phone and email will provide access to interdisciplinary athlete injury care from our team of clinical experts in sports medicine and rehabilitation, billable as appropriate to the student athlete's third party insurance carrier.
10. ISM and Client each recognize the right of the other be able to publicize their relationship for promotion purposes on their websites and social media so long as each represents the other in a way consistent with their name, logo, brand identity and trademarks if applicable.
11. ISM agrees to provide full time athletic training services for Client, and Client agrees to compensate ISM in accordance with the compensation set forth in section 8 of this Agreement for the provision of the athletic training services consisting of providing coverage for home sporting events as mutually agreed upon in advance and coverage for the athletic training room. This athletic trainer will work under the direct standing orders of the associated UCHC team physician.