

ATHLETIC TRAINER AND SPORTS MEDICINE SERVICES AGREEMENT

THIS ATHLETIC TRAINER AND SPORTS MEDICINE SERVICES AGREEMENT (“Agreement”) is entered into and effective as of the 1st day of July, 2021 (“Effective Date”), by and between THE CHILDREN’S MERCY HOSPITAL, a Missouri nonprofit corporation (“CMH”), and RAYTOWN HIGH SCHOOL, a Missouri Public High School (“School”).

WHEREAS, CMH is a pediatric health care system, dedicated to offering inpatient and outpatient hospital services to pediatric patients in the Greater Kansas City Area and outlying communities, many of which are covered by state Medicaid programs or have no insurance coverage; and

WHEREAS, School operates a high school located at 6019 Blue Ridge Blvd, Raytown, MO 64133, which offers various sports program for its student athletes. Such student athletes are hereinafter referred to as (“Athletes”); and

WHEREAS, CMH employs or contracts with athletic trainers who are duly qualified to provide athletic trainer services for student athletes in Missouri and Kansas (“Athletic Trainer(s)”) and has a sports medicine program with qualified physicians and other staff; and

WHEREAS, the American Medical Association and American Academy of Pediatrics have issued policies or other findings indicating that school or youth athletic programs with athletic trainer coverage may help prevent or reduce injuries to student athletes; and

WHEREAS, the parties mutually desire to improve the safety of Athletes participating in School’s sports programs through the provision of on-site coverage and other athletic trainer services, which may also serve to reduce unnecessary emergency room visits and the need for treatment of recurring injuries; and

WHEREAS, School desires to engage CMH to provide athletic trainer services and other sports medicine services for its Athletes as described herein, and CMH desires to provide such services.

NOW, THEREFORE, in consideration of the above premises and the terms and conditions herein contained, the parties agree as follows:

1. Term. The initial term of this Agreement shall begin on the Effective Date and shall continue in effect for a three (3) year term (such period being the “Initial Term”). Following the Initial Term, the Agreement shall renew automatically on each anniversary of the Effective Date for an additional (1) year term (each a “Renewal Term”) unless the Agreement is terminated as set forth herein. For purposes of this Agreement, a “Contract Year” shall mean each consecutive one (1) year period of this Agreement beginning with the one (1) year period following the Effective Date.

2. CMH Personnel. CMH agrees to require any employee, agent, and athletic trainer (collectively “CMH Personnel”) performing services under this Agreement to be subject to and have no adverse reporting under a background check, including a fingerprint criminal

records check and check by the Missouri Child Abuse Registry, all in accordance with Missouri law. The results of these background checks must be deemed satisfactory before allowing the CMH Personnel to have direct contact with students or having access to student records, provided that any background check indicating a finding or plea of guilty to any felony, any crime involving abuse or neglect of children, and any sex offense or crime involving moral turpitude will not be deemed a satisfactory background check. Within three (3) days of a written request by the School, CMH agrees it will provide written confirmation that the CMH Personnel have passed a background check, and are, therefore, eligible to provide services under this Agreement. Prior to receipt of a satisfactory background check, CMH shall not allow the CMH Personnel undergoing Background Checks to engage in services under this Agreement. The School shall have no responsibility whatsoever for the costs associated with conducting any background check.

(a) All CMH Personnel will be required to sign a statement of commitment to adhere to the School's Board of Education Policies. The School's Board of Education Policies are publicly accessible through the School's website. In the case of any conflicts or inconsistencies between the School's Board of Education Policies and CMH's policies, the parties will discuss such conflict or inconsistency and mutually agree to a resolution.

(b) If the School determines that any CMH Personnel are not providing the athletic training services as defined below in a satisfactory manner, or if any issues of behavior or inappropriate conduct or similar concerns occur, the School shall notify CMH in writing and CMH shall prohibit such individual from continuing to provide athletic training services pursuant to this Agreement.

(c) In the event CMH becomes aware or suspects any CMH Personnel have engaged in inappropriate conduct, CMH shall immediately make a report to the Missouri Children's Division Child Abuse and Neglect Hotline ("Hotline"), immediately notify the School, and prohibit such individual from continuing to provide athletic training services pursuant to this Agreement. Failure to report such behavior to the Hotline, notify the School, or to take immediate action in response to a report by the School or upon suspicion or knowledge of inappropriate conduct shall be considered "cause" for immediate termination of this Agreement.

(d) CMH agrees to provide for administrative and professional supervision of all CMH Personnel providing services under this Agreement.

3. Athletic Trainer Services and Coverage by CMH. CMH hereby agrees to provide, by and through one (1) Athletic Trainer, professional athletic trainer services to School as further described in this Section 3 ("Athletic Trainer Services"). The Athletic Trainer shall provide Athletic Trainer Services for the boys and girls athletic games, meets, matches, practices, and other events set forth in Sections 3(a) and 3(b) below ("Athletic Events"). When multiple Athletic Events are scheduled at the same time, CMH shall cause the Athletic Trainer(s) to be present at the most injury-prone Athletic Event, as determined by CMH in consultation with the School's athletic director or comparable manager, and to be available by mobile telephone at all times to the coaches at the other Athletic Events. The Athletic Trainer

Services will be provided in accordance with recognized athletic training standards and shall include the following:

(a) Coverage for Games/Meets/Matches. CMH shall provide Athletic Trainer Services for School athletic games, meets, and/or matches pursuant to this subsection 3.(a). CMH will typically begin providing Athletic Trainer Services for such events approximately one (1) hour before each event begins and ending one (1) hour after such event has ended.

(i) Fall Sports Season.

- i. Home and away varsity football games.
- ii. Home junior varsity, sophomore, and freshman football games.
- iii. Home varsity and junior varsity soccer games, softball games, and volleyball matches.

(ii) Winter Sports Season.

- i. Home varsity and junior varsity basketball games.
- ii. Home varsity, junior varsity and freshman wrestling matches.

(iii) Spring Sports Season.

- i. Home varsity and junior varsity baseball games, soccer games and track meets.

(b) Coverage for Practices and Other Events. CMH shall provide Athletic Trainer Services for the following practices and other events:

(i) scheduled practices from approximately 2:00 p.m. until the end of the scheduled practice for the following sports: football, basketball, wrestling, baseball, soccer, softball, volleyball, and track, as mutually agreed upon by the parties;

(ii) practices during School professional development days, holidays, and weekends shall be requested by School a minimum of two (2) weeks in advance of such coverage and coverage by CMH shall be based on availability of the Athletic Trainer;

(iii) tournaments, cross country meets and other athletic events as mutually agreed upon by the parties; and

(iv) summer sports camps as mutually agreed upon by the parties.

(c) Duties of Athletic Trainer(s). When providing Athletic Trainer Services hereunder, Athletic Trainer(s) shall:

(i) provide basic first aid;

(ii) provide initial assessment, diagnosis, management, and treatment of athletic injuries;

(iii) follow the emergency action plan (“EAP”) developed and put into place by School (as further described in Section 6(d));

(iv) make appropriate recommendations for the care and reconditioning of injured Athletes subject to subsection 2(d) below;

(v) provide “return to play” recommendations or guidance based on established “return to play” protocols for the care and reconditioning of injured Athletes. For avoidance of doubt CMH and the Athletic Trainers shall not be responsible for confirming or enforcing compliance with such recommendations or guidance;

(vi) provide direction for rehabilitation of athletic injuries; and

(vii) provide assistance with baseline concussion testing upon request as mutually agreed upon by the parties.

(d) Follow-Up Care. If Athletic Trainer(s) determine that an injured Athlete requires follow-up medical services, Athletic Trainer(s) shall, depending on the circumstances, direct Athlete to either (i) the nearest or best-equipped emergency room for the Athlete’s injury as determined to be in the best medical interest of the Athlete based on the Athletic Trainer(s)’ judgment; or (ii) the Athlete’s primary care physician or team physician. If requested, Athletic Trainer(s) will provide the Athlete’s parent or guardian with information regarding possible sports medicine healthcare providers in the community for the follow-up medical services. CMH will not require that an Athlete receive such services from CMH.

4. Other Sports Medicine Services. CMH hereby agrees to provide, by and through CMH physicians and other staff other sports medicine services to School as further described in this Section 4 (“Other Sports Medicine Services”). The Other Sports Medicine Services will be provided in accordance with recognized sports medicine standards and shall include the following:

(a) Athlete Physicals. CMH shall provide pre-participation physicals to Athletes during approximately one (1) mutually agreed upon sessions per Contract Year. CMH shall complete the required documentation on pre-participation physical forms provided by School which shall be reasonably acceptable to CMH. CMH acknowledges that any fees collected by School separately for such physicals will be retained by School.

(b) Physician Sideline Coverage. CMH shall make available a physician during home varsity football games to provide sideline guidance and support to Athletic Trainer(s).

(c) Meetings. At CMH's sole discretion, CMH may also make available physicians to speak at coaches and/or parent meetings.

5. Exclusivity. CMH shall have the exclusive right to provide athletic trainer services and other sports medicine services for School, and School agrees to refrain from retaining, hiring, employing or permitting any other person or entity other than CMH to provide any such services for School during the term of this Agreement. The parties understand the term "exclusive" and the requirements of this provision to be defined in compliance with the School's Board Policies governing the purchase of services by a public entity.

6. Qualifications of Athletic Trainer(s) and Other CMH Personnel.

(a) CMH agrees that at all times during the term of this Agreement, CMH shall ensure that its Athletic Trainer and other CMH personnel providing Athletic Trainer Services and Other Sports Medicine Services hereunder is duly certified, registered or licensed as required by state law.

(b) CMH agrees that at all times during the term of this Agreement, CMH shall ensure that its Athletic Trainer providing Athletic Trainer Services hereunder is employed by CMH and providing Athletic Training Services in compliance with CMH policies, including the CMH Code of Conduct and background check and drug screen policies and processes.

7. Duties of School. In support of CMH's provision of the Athletic Trainer Services and Other Sports Medicine Services hereunder to School, School shall make adequate provision and shall accept responsibility for the following:

(a) securing, prior to CMH's provision of Athletic Trainer Services, and Other Sports Medicine Services, all consents, licenses, and other approvals that may be required by applicable law or regulation from any third party, including the Athlete and/or his/her parent or guardian to enable CMH to provide the Services, by utilizing a Consent and Release document ("Consent and Release") in form and substance substantially similar to Exhibit A attached hereto and incorporated herein by reference;

(b) ensuring each Athlete (or his/her parent or guardian) has completed the Consent and Release;

(c) providing CMH and each Athletic Trainer a schedule of the athletic events described in Sections 3(a) and 3(b) above prior to the beginning of each sports season or as otherwise agreed upon by the parties. Such schedule shall be subject to CMH's review and approval. If additional athletic events are added to the schedule or if any scheduled athletic events are canceled for weather or other reasons beyond School's control and subsequently rescheduled by School, CMH shall use reasonable efforts to provide

coverage for such additional and rescheduled athletic events upon School's request. School shall provide reasonable advance notice to CMH of any additional or rescheduled coverage requests;

(d) School will have ultimate responsibility for the decision to proceed with any Athletic Event. School will provide CMH with an EAP developed by School (or any changes thereto) which shall be subject to CMH's approval. School will notify CMH in a timely manner of any changes to the EAP;

(e) ensuring each Athlete has completed a pre-participation evaluation form and has the required medical clearance to participate in the applicable events;

(f) furnishing modern and well maintained equipment, medical supplies, office supplies and facilities for each Athletic Trainer's non-exclusive use as may be necessary and appropriate for the Athletic Trainer(s) and other CMH personnel to render the Athletic Trainer Services and Other Sports Medicine Services contemplated hereunder in a timely and satisfactory manner. Each Athletic Trainer's and other CMH personnel's use of such equipment, medical supplies, office supplies and facilities shall be solely for the purpose of furnishing Athletic Trainer Services and Other Sports Medicine Services hereunder and not for any other purpose;

(g) providing for and paying salaries of all personnel such as secretaries, clerks, and other personnel (other than personnel to be provided by CMH hereunder) as may be reasonably necessary, or appropriate for Athletic Trainer(s) and other CMH personnel to render the Athletic Trainer Services and Other Sports Medicine Services in a satisfactory manner as contemplated hereunder. All personnel decisions affecting personnel employed by or under contract with School (including hiring, compensation and staffing) shall be the responsibility of School; and

(h) providing telephone and internet access as necessary for CMH to provide Athletic Trainer Services and Other Sports Medicine Services.

8. Promotional Opportunities. School agrees to provide CMH with the following promotional opportunities ("Promotional Opportunities"):

(a) at the discretion of School, the exclusive right to market or advertise sports medicine center services, campaigns or initiatives. These rights include, but are not limited to, newsletters, athletic-focused emails, posters, schedule cards, programs, public address announcements at home events;

(b) the exclusive right to place CMH's sports medicine logo on School's website;

(c) additional banner and ad placements supported by School's website network provider (i.e. VNN or similar) without additional expense to CMH; and

(d) additional promotional opportunities as mutually agreed upon by the parties from time to time.

9. Compensation to CMH.

(a) Compensation. In exchange for providing the Athletic Trainer Services and Other Sports Medicine Services hereunder, School agrees to (i) pay CMH an amount of Ten Thousand Dollars (\$10,000) per Contract Year (“Annual Compensation”) payable within approximately thirty (30) calendar days from the beginning of each Contract Year; and (ii) provide CMH with the Promotional Opportunities described above at no cost or expense to CMH.

(b) CPI Adjustment. The Annual Compensation shall be adjusted at the beginning of each Contract Year to reflect changes in the CPI for Urban Consumers and the National Index for Other Medical Professionals based on the change in such index during the 12-month period ending two (2) calendar months prior to the beginning of such Contract Year.

(c) No Requirement for Referrals. The parties acknowledge that the compensation provided hereunder is not dependent upon the volume or value of any referral of Athletes to CMH. Nothing herein shall be intended or implied to require the referral of any Athlete to CMH. By entering into this Agreement, School is not in any way endorsing, encouraging, recommending, arranging for or facilitating the selection of CMH as a healthcare provider by the Athletes. Further, School shall not take any action during the term of this Agreement to endorse, encourage, recommend, arrange for or facilitate the selection of CMH as a healthcare provider by any Athlete.

(d) The parties acknowledge that:

(i) the compensation set forth herein takes into account the anticipated amount of time that Athletic Trainers, CMH physicians and other personnel will devote to the provision of Athletic Trainer Services and Other Sports Medicine Services, all of which shall be reviewed at the conclusion of each Contract Year. The parties agree to negotiate in good faith any upward or downward compensation adjustments necessary to ensure that future compensation continues to reflect the fair market value of anticipated Athletic Trainer Services and Other Sports Medicine Services; and

(ii) Section 3 of this Agreement contemplates that CMH will provide certain types of Athletic Trainer Services and Other Sports Medicine Services as mutually agreed upon by the parties. Notwithstanding the foregoing, if CMH determines that such services requested by School exceed the overall level of Athletic Trainer Services and Other Sports Medicine Services contemplated in establishing the compensation hereunder, the parties shall review such compensation and, as necessary, negotiate in good faith an adjustment to such compensation to reflect the fair market value of such requested services.

10. Compliance with Laws. Each party shall use its best efforts to comply with all applicable laws, ordinances, rules, regulations, policies and requirements of all applicable governmental or other public authorities (collectively, “Laws”) with respect to the performance

of services hereunder. School and CMH hereby represent, warrant and agree that: (a) the compensation hereunder has been negotiated at arms-length between School and CMH; (b) such compensation has not been determined in a manner that takes into account the volume or value of any referrals or business otherwise generated between the parties for which payment may be made in whole or in part under a federal health care program; and (d) the services performed hereunder do not involve the counseling or promotion of a business arrangement or activity that violates any state or federal law.

11. Records/Consent/Authorization.

(a) All records, reports, and other documents generated in connection with the delivery of the Athletic Trainer Services and Other Sports Medicine Services under this Agreement are and will remain the exclusive property of School.

(b) School shall provide CMH and Athletic Trainers with reasonable access, during and after the term of this Agreement, to relevant records, reports, and other documents of Athletes treated or consulted by Athletic Trainers under this Agreement for the following purposes: (i) as may be needed for further treatment or care of such; (ii) in connection with any quality initiative, standards of The Joint Commission or other accrediting body, regulatory and other legal requirements; and/or (iii) for defense or any investigation of any claim or allegation against CMH or Athletic Trainers with respect to the Athletic Trainer Services and Other Sports Medicine Services (including any concern regarding athlete care). The parties acknowledge and agree that neither party is waiving any privilege available to it under the law.

12. Non-Discrimination. School and CMH shall observe all provisions of applicable state law regarding non-discrimination and shall not discriminate against any person, including but not limited to Athletes, in the performance of services under this Agreement due to ability to pay or source of payment, sex, race, gender, national origin or other prohibited basis. School and CMH shall observe all provisions of applicable Board of Education Policies regarding non-discrimination.

13. Insurance.

(a) Professional Liability Insurance. CMH agrees to maintain, or cause to be maintained, at all times during the term hereof professional liability insurance or self-insurance for occurrences during the term hereof with annual limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate covering itself and its employees providing Athletic Trainer Services and Other Sports Medicine Services.

(b) Workers' Compensation. CMH agrees to maintain, or cause to be maintained, at all times during the term hereof workers' compensation insurance related to CMH's employees throughout the Term in amounts as required by Missouri law.

(c) General Liability. CMH agrees to maintain, or cause to be maintained, at all times during the term hereof general liability insurance for occurrences during the term hereof with annual limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

(d) School preserves all Immunities recognized at law. Nothing herein shall be construed as a waiver of Sovereign Immunity or Governmental Immunity by whatever name as set forth in Mo. Rev. Stat. § 537.600 et seq. Any insurance purchased by CMH hereto is not intended to act as a waiver, nor is it a waiver of any defense available to School and its employees by statute or at common law.

(e) CMH shall provide the School with a certificate of insurance evidencing such policies required above and confirming that they are in full force and effect as required by this Agreement. At the School's request, such policies shall name the School as an additional insured.

14. Claims, Indemnification and Cooperation.

(a) In the event that either party becomes aware of any actual or alleged loss, damage, or injury to any person arising out of the care or treatment of any Athlete provided services pursuant to this Agreement, such party shall promptly provide the other party with all then known material information, including the name and address of any allegedly injured person, the place and circumstances of such actual or alleged loss, damage or injury, and the names and addresses of any persons with relevant knowledge. The parties shall cooperate with each other in connection with any investigation of the circumstances of any such actual or alleged loss, damage or injury. This Section shall not be interpreted as requiring a waiver of any applicable legal privilege or work product protections.

(b) CMH shall defend, indemnify, and hold harmless School, its employees, directors and officers (each a "School Indemnitee") from and against any and all Third Party Claims, to which a School Indemnitee is, was, or at any time becomes a party or is threatened to be made a party due to any alleged negligent or wrongful act or omission by CMH or any Athletic Trainer or other CMH personnel providing services under this Agreement or CMH's alleged breach of this Agreement unless the Third Party Claim is caused by an act or omission of School or any of its employees, directors, or officers.

15. Termination.

(a) Either party hereto may terminate this Agreement at any time without cause upon ninety (90) calendar days' prior written notice.

(b) This Agreement may be terminated by either party at any time in the event of a breach of or noncompliance with any covenant, term, or condition of this Agreement after the non-breaching party has provided written notice of such breach or noncompliance and the same remains uncured for fifteen (15) calendar days subsequent to the giving of such notice.

(c) Upon termination of this Agreement, all obligations of each party to the other shall cease except as specifically set forth in this Agreement.

16. Independent Contractor. The parties acknowledge that CMH and the Athletic Trainer(s) and other CMH personnel are independent contractors providing services for School, and nothing herein shall be deemed to constitute or be construed as making CMH or the Athletic

Trainer(s) or other CMH personnel agents or employees of School. CMH acknowledges that CMH shall be solely responsible for and shall make all statutorily required withholding payments with respect to all compensation paid to the Athletic Trainer(s).

17. Notices. All notices, requests, demands and other communications required or permitted under the Agreement shall be in writing and shall be deemed to have been given: (i) when delivered in person by hand (with written confirmation of receipt), (ii) upon the earlier of actual receipt by the addressee or three (3) business days after the date mailed, if sent by registered or certified, first-class mail (in each case, return receipt requested, postage prepaid), or (iii) one (1) business day after a party sends such notice by nationally-recognized overnight courier service (with all fees pre-paid). Notices must be sent to the respective parties at the following addresses (or to such other address for a party as shall be specified in a notice given by such party in accordance with this Section):

School: Raytown High School
6019 Blue Ridge Blvd.
Raytown, MO 64133
Attention: Superintendent

CMH: The Children's Mercy Hospital
2401 Gillham Road
Kansas City, Missouri 64108
Attention: Senior Vice President Ambulatory &
Physician Practice Operations

with a copy to: The Children's Mercy Hospital
2401 Gillham Road
Kansas City, Missouri 64108
Attention: Office of the General Counsel/Risk
Management

18. Interpretation. All parties have participated in the drafting of this Agreement, and each party has had the opportunity to consult with and engage its own legal counsel to advise it with regard to this Agreement. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The schedules and exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

19. Headings. The headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

20. Severability. . If any provision of this Agreement shall for any reason, be held to be invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by Law; provided that if the

invalidity or unenforceability of such provision causes the remainder of this Agreement to fail of its essential purpose, then either party may terminate this Agreement upon reasonable notice.

21. Confidentiality. CMH Personnel shall complete appropriate School form for all athletes examined and/or treated. School will keep proper records/forms regarding injured student athletes. School shall facilitate the exchange of information between CMH Personnel and the School about injured student athletes, some of which may be protected by the Family Educational Rights and Privacy Act (“FERPA”). All information exchanged by the parties that is protected by FERPA is referred to herein as “Student Information”. CMH shall at all times maintain the confidentiality of Student Information in accordance with Board of Education Policy JO-1 (and applicable forms and administrative procedures), and Both during the Term and thereafter, CMH covenants and agrees to hold such Student Information, as well as any other information protected from public disclosure by federal or state law or by the policies or procedures of the School. Further, CMH covenants and agrees that it will not disclose any Student Information to any third party except as required by federal or state law. Except with respect to any information that CMH is required to maintain under this Agreement or applicable law, at the end of the Term, CMH shall return all Student Information given to CMH in accordance with the provisions of this Agreement within five (5) days of receipt of written request. CMH agrees that it will comply with the School’s instructions regarding the return of disposition of its Student Information, including any copies or reproductions. In the event such Student Information is maintained in an electronic media, CMH shall destroy the Student Information in an appropriate manner and attest such destruction to the School.

22. Amendment to Comply with Laws. Although the parties believe that this Agreement and the intent of the parties embodied herein complies with applicable Laws, in the event any provision of the Agreement is reasonably deemed by either party to be in violation of Laws or judicial or regulatory interpretation, whether existing or newly adopted or promulgated, the parties shall in good faith attempt to re-negotiate such provision so as to bring it into compliance with such Laws or interpretation. If the parties cannot reach agreement on such provision, the Agreement shall terminate upon reasonable written notice from one party to the other.

23. Assignment. No party hereto shall have the right to assign this Agreement to any other person or entity without the prior written consent of the other party.

24. Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related exhibits and schedules, constitutes the sole and entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter including the Athletic Trainer Services Agreement with an Effective Date of December 7, 2020. This Agreement may be amended, modified, or supplemented only by a subsequent written instrument, executed by authorized representatives of each party hereto.

25. Waiver of Breach. No delay or omission by a party to exercise any right or power accruing upon any breach of any covenant or agreement contained herein shall be construed to be a waiver of any such right or power or any acquiescence in such breach. No

waiver by any party of any of the provisions hereof shall be effective unless set forth expressly in writing and signed by a duly authorized representative of the party so waiving. The waiver by a party of any right or power accruing upon any breach by another party of this Agreement shall not operate or be construed as a waiver of any subsequent breach by such other party.

26. Governing Law. The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Missouri.

27. Force Majeure. No liability hereunder shall result to any party by reason of delay in performance caused by force majeure, meaning any circumstances beyond the reasonable control of the party, including, without limitation, acts of God, fire, flood, war, civil unrest, or shortage of or inability to obtain material and equipment. For purposes of this Section, a lack of funds shall not be considered a cause beyond the reasonable control of the parties.

28. Access to Books and Records. Pursuant to the Social Security Act, as amended, and any regulations thereto, School agrees that until the expiration of four (4) years after the furnishing of the services pursuant to this Agreement, School shall make available, upon request by the Secretary of Health and Human Services, the Comptroller General, or any of their duly authorized representatives (including Medicare intermediaries or carriers or Medicaid agencies), this Agreement and the books, documents or records of School relating to this Agreement.

29. Survival. Any covenant or provision herein that requires or might require performance after the termination of this Agreement including, but not limited to, insurance, indemnification, confidentiality, accounts payable/accounts receivable, and access to books and records, and this Section, shall survive any termination of this Agreement.

30. E-Verify. Prior to commencement of work for the School, CMH shall provide to the School a sworn affidavit and other sufficient documentation to affirm its enrollment and participation in the federal work authorization program. Federal work authorization program means the E-Verify Program maintained and operated by the United States Department of Homeland Security and the Social Security Administration, or any successor. CMH shall also provide the School a sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

31. Delivery and Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A true copy of this Agreement, including the signatures of the respective parties' authorized representatives, shall be as valid and enforceable as the original. Any party may deliver its executed copy of this Agreement the other party or parties by facsimile or other scanned image.

32. Evaluation of Services. School acknowledges that CMH monitors the quality of Athletic Trainer Services provided hereunder. On each anniversary of the Effective Date, CMH shall provide School with an assessment form. School will complete and return such form to CMH within 60 days of receipt. Such assessment form will include a request for information related to any adverse events resulting from the Athletic Trainer Services and any complaints,

grievances, or concerns received by School about any Athletic Trainers. School shall use each assessment form it receives from CMH to evaluate Athletic Trainer Services provided by Athletic Trainers during the review period specified by CMH. In addition, School will notify CMH as soon as reasonably practicable of any complaint, grievance, concern, or Material Adverse Event (as defined below) (collectively, "Concern") about the personal or professional behavior of or medical diagnosis or care provided by any Athletic Trainer. Following such notification, School will cooperate as reasonably requested by CMH in CMH's review of such Concern. A Material Adverse Event is defined as an act, event, circumstance, or occurrence that could materially and adversely affect an Athlete, School staff, Athletic Trainer, parents/legal guardians, visitors, or others.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed this Agreement to be effective as of the Effective Date set forth above.

THE CHILDREN'S MERCY HOSPITAL

By: _____
Name:
Title:

RAYTOWN SCHOOL HIGH SCHOOL

By: _____
Name:
Title:

Attest: _____
Name:
Title:

EXHIBIT A

INFORMED CONSENT FOR EVALUATION RELATED TO SPORT PARTICIPATION AND AUTHORIZATION TO RELEASE INFORMATION

_____ (“Participant”) is seeking to participate in a sport activity (“Activity”) with _____ (Club/Team/School, referred to as “Program”). The Program has contracted with Children’s Mercy Hospital to provide certain services related to the Program.

By signing this Informed Consent for Evaluation Related to Sport Participation and Authorization to Release Medical Information (“Consent”), I hereby authorize a Children’s Mercy Hospital physician, nurse practitioner, athletic trainer, or other allied health personnel (collectively referred to as “Practitioner”) acting on behalf of the Program to perform assessment, evaluation, examination, treatment or rehabilitation of the Participant (referred to as “Sports Medicine Service(s)”). The Sports Medicine Services provided pursuant to the agreement between the Program and Children’s Mercy Hospital may also include pre-participation physical examinations (“PPE”), baseline and post-concussion testing, and Electrocardiogram evaluation (“EKG”).

I understand that a PPE is for screening purposes only and is not a complete physical examination to diagnose diseases or certain medical conditions, nor does it include all elements of a well-patient examination, such as vision or hearing screenings, social development and activity, cognitive development and academics, updating immunizations, preventive health recommendations, and laboratory testing.

I certify that I have and will provide the Participant’s medical history truthfully and to the best of my ability. I understand that truthful responses are necessary for the evaluation and safety of the Participant.

I understand that neither the PPE nor any other Sports Medicine Service provided by any Practitioner guarantees Activity participation results nor prevents future injury. I further understand that the PPE and any other examination, evaluation, and testing performed by a Practitioner carries with it the risk of misdiagnosis and injury and that results are not guaranteed. Despite these risks, I authorize Practitioner to provide Sports Medicine Services as identified above to Participant related to the Activity. I have had the opportunity to have any questions regarding the Sports Medicine Service(s) answered to my satisfaction. I knowingly and voluntarily consent to Participant receiving the Sports Medicine Services by The Children’s Mercy Hospital related to the Program and Activity.

I understand this information is possessed and is accessible by the Program, which may include coaches, staff, athletic directors, athletic trainers, and health care providers. I further recognize that certain information included as part of any Sports Medicine Service provided to Participant may be shielded from disclosure by certain confidentiality protections, including the Family Educational Rights and Privacy Act (“FERPA”).

I authorize the Program to release the PPE form and other information related to Participant's ongoing evaluation and participation in the Program to other healthcare providers necessary for proper evaluation and treatment of Participant including to Children's Mercy Hospital's workforce members (employees, physicians, nurses, etc.). I understand the information may be released orally or in the form of copies of written records. I have a right to inspect any written records released pursuant to this Consent and Authorization. I understand I may revoke this Authorization upon providing written notice to the Program. I further understand that until this revocation is made, this Authorization shall remain in effect.

I hereby release The Children's Mercy Hospital and its employees, including Practitioner(s) acting on behalf of the Program, from any and all liability that may arise from the Sports Medicine Services provided by any Practitioner related to Participant's participation in the Activity and medical advice provided by a Practitioner. I further agree to defend, indemnify, and hold The Children's Mercy Hospital and its employees, including Practitioner(s) acting on behalf of the Program, harmless for any injuries or liability related to Practitioner's clearance or non-clearance of Participant to participate in the Activity.

Participant or the Legal Guardian, if the Participant is under the age of 18 and cannot otherwise legally consent on his/her own behalf, must sign below:

Participant Signature (if 18): _____ Date: _____
Time: _____

Legal Guardian Signature: _____ Date: _____
Time: _____

Legal Guardian Relationship to Participant: _____

Participant Date of Birth: _____
Participant and Parent/Guardian Address: _____
Home Phone: _____
Work/Cell Phone: _____
Alternative Phone: _____