

ATHLETIC TRAINING SERVICES AGREEMENT

This **Athletic Training Services Agreement** (this "*Agreement*") is made and entered into effective as of the **1st of July, 2023**, by and between **Casa Colina Comprehensive Outpatient Rehabilitation Services, Inc.**, a California nonprofit public benefit corporation ("*CORS*") and **Azusa High School** ("*High School*").

RECITALS

A. CORS operates outpatient facilities including sports medicine/athletic training programs located at 255 E. Bonita Avenue, Pomona, California and 910 E. Alostia Avenue, Azusa, California.

B. High School is in need of certified athletic trainers to provide coverage for its organized athletic programs. CORS has experience in providing such services.

C. High School desires to engage the services of CORS under the terms and conditions set forth in this Agreement to provide such services.

D. High School and CORS desire to enter into this written Agreement to provide a full statement of each party's respective rights and obligations pursuant to this Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual terms, covenants and conditions set forth below, the parties hereto hereby agree as follows:

ARTICLE 1

RESPONSIBILITIES OF CORS

1.1 During the term of this Agreement, including all renewals and extensions of the term of this Agreement, High School engages CORS to provide certified athletic trainers. Such services shall be provided by a NATA BOC Certified Athletic Trainer (ATC). Such services shall include:

- a. Basic care, prevention and treatment of minor athletic injuries for the organized athletic programs at High School. All services provided are within scope of practice.
- b. CORS representative shall assist where able the referral of High School's participants to appropriate healthcare providers including hospital, clinics and/or physician offices where necessary.
- c. CORS shall maintain all necessary records in accordance with the American College of Sports Medicine and National Athletic Trainers Association guidelines.

1.2 CORS agrees to provide such services as identified in Section 1.1 in a competent, effective and efficient manner.

1.3 CORS shall maintain at its own expense the following: (a) commercial general liability with limits of not less than One Million Dollars (\$1,000,000) for each occurrence and Three Million Dollars

(\$3,000,000) in the aggregate; and (b) worker's compensation insurance coverage in compliance with all federal and California laws covering its own personnel.

1.4 CORS shall provide educational and promotional materials to High School which shall be disseminated on High School's website. High School has the right to approve said material in advance.

1.5 CORS agrees to adhere to strict confidentiality and privacy guidelines concerning participants and demographics information.

ARTICLE 2

RESPONSIBILITIES OF HIGH SCHOOL

2.1 High School shall ensure that all participants have insurance and have received appropriate physicals by qualified medical personnel prior to participating in practices, games, or tournaments. High School will provide CORS access to demographic information, including but not limited to: medical history; insurance information for each participant covered by the High School.

2.2 High School shall provide a medical physician, if needed, at its own expense to help and assist with services rendered by CORS.

2.3 Insurance. High School shall maintain at its own expense the following: (a) commercial general liability with limits of no less than One Million Dollars (\$1,000,000) for each occurrence and Three Million Dollars (\$3,000,000) in the aggregate; and (b) workers' compensation insurance coverage in compliance with all federal and California laws covering its own personnel and High School participants.

ARTICLE 3

COMPENSATION

3.1 CORS shall be compensated for its services as follows:

High School shall pay Provider a total of Fifty-Two Dollars (\$52) per hour for the Services as approved by District's Designee; provided that, in no event shall the total amount payable pursuant to this Agreement exceed Eighty-One Thousand One Hundred and Twenty Dollars (\$81,120) per contract year.

<u>School</u>	<u>Hours</u>	<u>Rate per Hour</u>	<u>Annual Cost</u>
Azusa High School	1560	\$52.00	\$ 81,120

- a. Each ATC's attendance at practices and/or games will be at a rate of Fifty-Two Dollars (\$52) per hour.
- b. CORS shall bill quarterly and High School agrees to pay all fees within fifteen (15) days of receipt. Such invoice shall include: date, location, trainer, and time expended.
- c. CORS shall make available free sports injury screenings at its facilities on days and times as designated by the facility.

- d. High School shall provide basic athletic supplies including tape, ankle braces, first aid supplies and ice at games and practices.

3.2 CORS and High School both agree to make all reasonable attempts to resolve any bill discrepancies within thirty (30) days.

3.3 CORS may charge interest at a rate of 1.5% for each month on the balance outstanding effective thirty (30) days from date of the invoice. Should High School not continue to pay for the outstanding balance, then CORS may pursue all reasonable collection efforts and High School shall be liable for all collection costs including, but not limited to, attorney fees and court costs.

ARTICLE 4

TERM AND TERMINATION

4.1 Term. Subject to earlier termination under Section 4.2, the initial term of this Agreement shall commence on the 1st of July, 2023 (the "Effective Date"), and terminate on June 30, 2024. This Agreement may be modified at any time by mutual written agreement between the parties.

4.2 Early Termination. This Agreement may terminate prior to the expiration of the term provided in Section 4.1 for any of the following reasons:

- a. Mutual Consent. This Agreement may be terminated at any time upon the mutual consent of the parties.
- b. Failure to Pay for Services Rendered. CORS may terminate this Agreement at any time by giving written notice as identified in section 7.4, should High School fail to compensate CORS for services rendered within the above mentioned time frame.
- c. Dissolution or Bankruptcy. This Agreement shall terminate automatically if either party is dissolved or applies for or consents to the appointment of a receiver, trustee or liquidator of all or a substantial part of its assets, files a voluntary petition in bankruptcy that is not dismissed within thirty (30) days, is adjudicated as bankrupt, makes a general assignment for the benefit of its creditors, files a petition or answer seeking reorganization or arrangement with its creditors, unless such filing is dismissed within thirty (30) days, or admits in writing its inability to pay its debts when due.
- d. Material Breach. Either party may elect to terminate this Agreement if the other party fails to perform any material obligation required hereunder. Either party is provided seven (7) days in order to cure such breach prior to termination.
- e. Tax Exempt Financing. If determined by bond counsel to CORS to be necessary in order to meet the standards for tax-exempt financing established by the Internal Revenue Service, High School and CORS hereby agree to meet in good faith to renegotiate the terms of this Agreement as may be necessary to comply with such standards, and if the parties are unable to renegotiate this Agreement to the satisfaction of bond counsel to High School within thirty (30) days, High School shall have the right to terminate this Agreement upon thirty (30) days prior written notice to CORS.

4.3 Effects of Termination. Upon termination of this Agreement, neither party shall have any further obligations under this Agreement, except that (a) each party's obligations accruing prior to the date of termination shall survive the expiration or termination of this Agreement, and (b) each party's obligations and covenants set forth herein that are expressly made to continue beyond the term of this Agreement shall survive the expiration or termination of this Agreement.

ARTICLE 5

HIPAA

5.1 Patient Privacy. The parties hereto acknowledge that High School is a "Business Associate," and CORS is a "Covered Entity," as such terms are defined in Title 45 C.F.R. Section 164.504. Accordingly, CORS and High School hereby agree to fully comply with the Business Associate provisions contained in Title 45 C.F.R. § 164.504(e)(2), and any amendments thereto, including the patient privacy requirements set forth in any applicable state patient privacy laws and in the Health Insurance Portability and Accountability Act of 1996, at 45 C.F.R. Parts 160 and 164 ("HIPAA"), which HIPAA laws require the following assurances be obtained from High School, as a business associate, to assure that all protected health information disclosed by, or created or received by High School on behalf of CORS is appropriately safeguarded.

- a. Use and Disclosure of IIHI. High School may use and disclose individually identifiable health information ("IIHI") (as defined in HIPAA), whether or not maintained or transmitted by "Electronic Media" (as defined in HIPAA), only as required to satisfy its obligations under this Agreement, as permitted herein, or required by law, but shall not otherwise use or disclose any IIHI. High School shall not and shall ensure that its employees, contractors and agents do not use or disclose IIHI received from CORS in any manner that would constitute a violation of the Privacy Standards if used by CORS, except that High School may use IIHI, (i) for High School's proper management and administrative services, (ii) to carry out the legal responsibilities of High School, or (iii) to provide data aggregation services relating to the health care operations of CORS if required under this Agreement. High School hereby acknowledges that, as between CORS and High School, all IIHI shall be and remain the sole property of CORS, including any and all forms thereof developed by High School in the course of its fulfillment of its obligations pursuant to this Agreement. High School further represents that, to the extent High School requests that CORS disclose IIHI to High School, such a request is only for the minimum necessary IIHI for the accomplishment of High School's purpose.
- b. Safeguards Against Misuse of Information. High School agrees that it will use all appropriate safeguards to prevent the use or disclosure of IIHI other than pursuant to the terms and conditions of this Agreement.
- c. Reporting of Disclosures of IIHI. High School shall, within thirty (30) days of becoming aware of any use or disclosure of IIHI in violation of this Agreement by High School, its employees, contractors or agents or by a third party to which High School disclosed IIHI pursuant to Section 5.1(d) below, report any such disclosure to CORS.
- d. Agreements by Third Parties. High School shall obtain and maintain a written agreement with each agent or subcontractor that has or will have access to IIHI, including without limitation from each employee, contractor or agent of High School, which is received from,

or created or received by High School on behalf of CORS, pursuant to which agreement such agent or subcontractor agrees to be bound by the same restrictions, terms and conditions that apply to High School pursuant to this Agreement with respect to such IIHI.

- e. Access to Information. Within five (5) days of a request by CORS for access to IIHI about an individual contained in a “Designated Record Set” (as defined in HIPAA), High School shall make available to CORS such IIHI for so long as such information is maintained in the Designated Record Set.
- f. Availability of IIHI for Amendment. Within ten (10) days of receipt of a request from CORS for the amendment of an individual’s IIHI or a record regarding an individual contained in a Designated Record Set (for so long as the IIHI is maintained in the Designated Record Set), CORS shall provide such information to High School for amendment and incorporate any such amendments in IIHI as required by 45 C.F.R. § 164.526.
- g. Accounting of Disclosures. Within ten (10) days of notice by CORS to High School that it has received a request for an accounting of disclosures of IIHI, other than related to the treatment of the patient, the processing of payments related to such treatment, or the health care operations of a covered entity or its business associate and not relating to disclosures made earlier than six (6) years prior to the date on which the accounting was requested, High School shall make available to CORS such information as is in High School’s possession and is required for CORS to make the accounting required by 45 C.F.R. § 164.528. At a minimum, CORS shall provide High School with the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the IIHI, and if known, the address of such entity or person, (iii) a brief description of the IIHI disclosed, and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to High School, High School shall within two (2) days forward such request to CORS. High School hereby agrees to implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section 5.1(g).
- h. Availability of Books and Records. High School hereby agrees to make its internal practices, books and records relating to the use and disclosure of IIHI received from, or created or received by High School on behalf of, CORS available to the Secretary of the Department of Health and Human Services for purposes of determining CORS’ and High School’s compliance with the Standard for Privacy of IIHI, 45 C.F.R. Parts 160 and 164.

ARTICLE 6

INDEMNIFICATION

6.1 High School Indemnification. High School shall indemnify, defend and hold harmless CORS and its employees and agents from and against any and all claims, demands, losses, liabilities, actions, lawsuits and other proceedings, judgments and awards, and costs and expenses (including reasonable attorneys’ fees and expenses), arising directly or indirectly, in whole or in part, out of any material breach by High School of this Agreement or for any event occurring in the High School that is not caused by the negligence or willful misconduct of CORS. The provisions of this Section 6.1 shall survive termination or expiration of this Agreement.

6.2 CORS Indemnification. CORS shall indemnify, defend and hold harmless High School and its employees and agents from and against any and all claims, demands, losses, liabilities, actions, lawsuits and other proceedings, judgments and awards, and costs and expenses (including reasonable attorneys' fees and expenses), arising directly or indirectly, in whole or in part, out of any material breach by CORS of this Agreement or for an event occurring in the High School that is caused by the negligence or willful misconduct of High School. The provisions of this Section 6.2 shall survive termination or expiration of this Agreement.

ARTICLE 7

MISCELLANEOUS

7.1 Confidentiality. CORS and High School acknowledge that all "Confidential Information" (as defined below) is confidential and is the property of the applicable party to which such Confidential Information belongs ("Originating Party"). Both during and after the term of this Agreement, the party other than the Originating Party (the "Other Party") shall not disclose Confidential Information to any other person or use Confidential Information for any purpose other than the furtherance of High School's business, except (a) as permitted by an applicable policy of the Originating Party in its sole discretion; (b) as required by law; or (c) as a matter of either party's professional obligations with respect to a High School participant.

7.2 Non-Solicitation. High School shall not during the term of this Agreement and for a period of one (1) year immediately following the expiration or earlier termination of this Agreement, directly or indirectly, call on, solicit, employ, contract with or take away, or attempt to call on, solicit, employ, contract with or take away any "CORS employee" without the consent of CORS.

7.3 Federal Reporting. Upon written request, the parties shall make available for a period of four (4) years after the furnishing of services under this Agreement to the Secretary of the United States Department of Health and Human Services, or any of its duly authorized representatives, this Agreement and any of the parties' books, documents, and records that are necessary to certify the nature and extent of costs incurred pursuant to this Agreement and which are required to be made available under the Omnibus Reconciliation Act of 1980, Public Law 96-499, Section 952, or any regulation promulgated thereunder. Further, if CORS carries out any of its duties under this Agreement through a subcontract or assignment with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, such contract shall contain a clause to the effect that the contracting organization shall furnish its books, documents and records upon request as described to verify the nature and extent of costs.

7.4 Notices. All notices, demands, requests, consents, reports, approvals or other communications ("Communications") which may be or are required to be given, served, or sent pursuant to this Agreement shall be in writing and shall be mailed by first-class, registered or certified mail, return receipt requested, postage prepaid, hand delivered or delivered by overnight carrier, addressed as follows:

If to High School: Azusa High School
240 N. Cerritos Avenue
Azusa, CA 91702
Attn: Latasha Jamal, Assistant Superintendent

If to CORS: Casa Colina Comprehensive Outpatient Rehabilitation Services, Inc.
255 E. Bonita Avenue
Pomona, CA 91767

Attn: Kelly M. Linden, President and CEO

Each party may designate by notice in writing a new address to which any Communication may thereafter be so given, served or sent. Each Communication which shall be mailed or transmitted in the manner described above shall be deemed sufficiently given, served, sent or received for all purposes at such time as it is delivered to the addressee (with the return receipt or the delivery receipt being deemed conclusive evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation.

7.5 Independent Contractors. In the performance of the services pursuant to this Agreement, it is mutually understood and agreed that CORS and its employees and agents are at all times acting and performing as independent contractors of CORS and not as partners or employees of High School. CORS shall be responsible for workers' compensation, unemployment compensation, vacation pay, sick pay, retirement benefits, social security benefits, and any other employee benefits for its employees.

7.6 Governing Law. This Agreement, the rights and obligations hereunder, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of California.

7.7 Severability. If any part of any provision of this Agreement or any other agreement, document or writing given pursuant to or in connection with this Agreement shall be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining provisions of this Agreement.

7.8 Amendment. This Agreement may not be amended, altered, or modified except by an instrument in writing duly executed by the parties hereto.

7.9 Entire Agreement. This Agreement, the exhibits attached hereto, and the agreements, instruments and documents specifically executed or given in connection with this Agreement, constitute the entire agreement between the parties with respect to the subject matters described herein, and supersede all prior oral or written agreements, commitments or understandings with respect to the matters provided for herein.

7.10 Headings. Section headings and captions contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

7.11 Force Majeure. No party shall be liable nor deemed to be in default for any delay, interruption or failure in performance under this Agreement caused by or resulting, directly or indirectly, from Acts of God, civil or military authority, war, terrorism, vandalism, riots, civil disturbances, accidents, fires, explosions, earthquakes, floods, failure of transportation infrastructure, disruption of public utilities, supply chain interruptions, breakdown of machinery, strike or other work interruptions by either party's employees, or any similar cause beyond the reasonable control of either party. However, the parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances.

7.12 Waiver. Any waiver of any term, covenant or condition of this Agreement by any party shall not be effective unless set forth in a writing signed by the party granting such waiver, and in no event shall any such waiver be deemed to be a continuing waiver or a waiver of any other term, covenant or condition of this Agreement.

7.13 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same agreement.

7.14 Additional Documents. Each of the parties agrees to execute any document or documents that may be requested from time to time by the other party to implement or complete such party's obligations pursuant to this Agreement and to otherwise cooperate fully with such other party in connection with the performance of such party's obligations under this Agreement.

{Signature Page to Follow}

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

HIGH SCHOOL:

Azusa High School

CORS:

Casa Colina Comprehensive Outpatient Rehabilitation Services, Inc., a California nonprofit public benefit corporation

By: _____
Norma Carvajal-Camacho
Assistant Superintendent, Education Services

By:  _____
Kelly M. Linden
President and CEO

Date: _____

Date: 4/20/23