

**(ATTACHMENT 2) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS**

Purchase Requisition Number: CR024377  
 Contract Number: C025441  
 Vendor Number: V018476

MILWAUKEE PUBLIC SCHOOLS  
 PURCHASING DEPT.  
 2016 OCT 11 11 27 AM

**MILWAUKEE BOARD OF SCHOOL DIRECTORS  
 PROFESSIONAL SERVICES CONTRACT**

This Contract is being entered into this 1st day of August 2016, by and between **Wheaton Franciscan Healthcare – Southeast Wisconsin, Inc. d/b/a Midwest Orthopedic Sports Medicine** (“Contractor”) and Milwaukee Board of School Directors (“MPS”). This Contract is the result of an open competitive procurement, specifically Request for Proposal (RFP) 920.

**1. SCOPE OF SERVICES**

Contractor shall specifically perform the following tasks:

Contractor shall provide Licensed Athletic Trainers (LATs) for athletic trainer services at MPS Interscholastic Athletic Sports Competitions and high school games during the Fall, Winter and Spring seasons. Periodically, Fall football practices will require LAT services as well. All Athletic Trainers must be currently licensed in the State of Wisconsin and hold a current national certification issued by the National Athletic Trainers’ Association (NATA), and must remain in good standing during the term of this Contract.

LATs shall provide the following services for an estimated 17 event locations for all MPS high schools home games for boys and girls soccer, boys and girls basketball, wrestling, football and track; as well as MPS specialty events (e.g. tournaments), as needed:

- a) Evaluation and treatment of injuries sustained by School’s students during school athletic events and practices, application of first aid (with MPS supplies) and recommendation for exercise or physical measures for minor injuries.
- b) Provide coordination between injured athletes, coaching staff, and team or family physician.
- c) Keep accurate records of all athletic injuries reported by school students as occurring during school athletic events and all rehabilitation procedures administered by Athletic Trainer.
- d) At request of the Commissioner of Athletics and Academics and the individual school, review the safety of the athletic facilities and make suggestions for the improvement of its athletic health care delivery system, the athletic facilities and equipment and athletic training program.
- e) Comply with MPS rules for student athlete participation, including, but not limited to, concussion testing, hydration testing, heat advisory requirements, etc.
- f) Comply with best practices for the Athletic training industry and shall not violate the guidelines set forth by the NATA or Wisconsin laws and regulations for Athletic Trainer services.

LATs provided under this Contract may be released from service at any time at MPS’s discretion. MPS reserves the right to request the replacement of personnel assigned by the Contractor at no additional cost to MPS if, in MPS’s sole discretion, it is determined that the LAT does not adequately meet the needs of the District. MPS reserves the right, in its sole discretion, to refuse a LAT presented by the Contractor.

Whenever possible, LATs will work exclusively with specific event locations during the duration of the Contract. Contractor agrees to maintain the capacity to provide multiple LATs to provide services at multiple locations at any given time.

The below table provides estimates for the number of locations and the number of high school games and competitions in which an LAT’s presence shall be required for the 2016-2017 school year. Additionally, MPS would like to provide a LAT for two hours of football practice at each location per week.

Season	Sport	Estimated Games Covered	Number of Locations	Event Locations
Fall	Boys Soccer	150	7	Custer Stadium, Hamilton, Rufus King, Pulaski, South Division, Bradley Tech, Vincent
	Football	109	10	Custer Stadium, Hamilton, Rufus King, Pulaski, South Division, Bradley Tech, Vincent, Marshall, Riverside, Bay View
Winter	Boys Basketball	180	17	Bay View, Golda Meir, Hamilton, Rufus King, MacDowell, Madison, Marshall,

				North Division, Pulaski, Riverside, Reagan, South Division, School of Languages, Bradley Tech, Vincent, Washington, WCLL
	Girls Basketball	170	17	Bay View, Golda Meir, Hamilton, Rufus King, MacDowell, Madison, Marshall, North Division, Pulaski, Riverside, Reagan, South Division, School of Languages, Bradley Tech, Vincent, Washington, WCLL
	Wrestling	10	3	Hamilton, Bay View, TBD
Spring	Girls Soccer	170	7	Custer Stadium, Hamilton, Rufus King, Pulaski, South Division, Bradley Tech, Vincent
	Track	5	2	Pulaski, South

The parties mutually acknowledge and agree the additional terms and conditions set forth in Exhibit A, attached hereto and incorporated herein, are included in this Agreement.

RFP 920 is incorporated herein by reference. All Minimum Qualifications identified in Section 2.2 of RFP 920 are material terms of this Contract with which Contractor must comply.

Contractor shall provide, at its own expense, all personnel required to perform the services under this Contract.

## 2. TERM

This Contract shall be in effect from August 1, 2016 through July 31, 2017, the "Initial Term," with the possibility of two, one-year extensions to run from August 1, 2017 through July 31, 2018 and August 1, 2018 through July 30, 2019. MPS will base its renewal decisions on the following performance metrics to be rated by MPS personnel. Contractor must attain a minimum score of 90 points to be eligible for contract renewal; however, 90 points does not guarantee renewal.

Criteria for Renewal	Points
Provision of LATs within a given timeframe	30
Ability to coordinate specific MPS functions, monitoring of license renewal, performance evaluations and discipline of agency employees as needed	30
Ability and process for replacing personnel in the short and long term (e.g., when agency personnel leave, take leaves, etc.)	20
Customer Service quality, including but not limited to responsiveness to any contact from the Department of Recreation within 48 hours	15
Invoice and billing process followed	5
<b>Total</b>	<b>100</b>

**No work** shall commence before a Contractor receives a fully executed Contract and has been given approval to proceed. Any work performed by the Contractor prior to obtaining a fully-executed Contract with approval to proceed shall not be compensated pursuant to this Contract. Any continuation of the Contract beyond this term must be set forth in writing and signed by the original signatories to the Contract.

## 3. COMPENSATION

Total compensation under this Contract during the Initial Term shall not exceed \$70,000.00.

Costs are to be guaranteed years 1 through 3, and shall be all-inclusive including, but not limited to, salary costs, employment taxes, travel costs, insurance costs, benefits, administrative costs, overhead costs, required screenings, background checks, training, insurance, equipment and supplies necessary to perform the work, etc.:

<b>Year 1 Hourly Rate Per LAT</b>	<b>Year 2 Hourly Rate Per LAT</b>	<b>Year 3 Hourly Rate Per LAT</b>
<u>\$33.00/Hr.</u>	<u>\$33.00/Hr.</u>	<u>\$33.00/Hr.</u>

MPS reserves the right to determine in its sole discretion whether services have been adequately and fully delivered; to withhold payment until services are fully and adequately delivered; or to disallow a pro rata share of payments for services not fully and adequately delivered.

Milwaukee Public Schools does not pay in advance for services. No payment shall be made until a properly submitted invoice is approved. Invoices shall be submitted to:

Milwaukee Public Schools  
Attn: Lynn Greb, Senior Director  
School and Community Recreation  
PO Box 2181  
Milwaukee, WI 53201-2181

A properly submitted invoice must include a detailed description of the dates and times worked, and the tasks performed. As a matter of practice, MPS attempts to pay all invoices in 30 days. It is mutually agreed that State Prompt pay law does not apply to this Contract.

Unless otherwise specified, MPS shall not pay invoices submitted more than 60 days after actual work. In the case of grant funding, no payments shall be made after grant close out. Final invoices must be marked as such.

#### **4. NON APPROPRIATION OF FUNDS**

This Contract is contingent upon the appropriation of sufficient funds by appropriate MPS officials. If funds are not appropriated, Contractor agrees to take back any commodities furnished under the Contract, terminate any services supplied to MPS under the Contract, and relieve MPS of any further obligations under the Contract.

#### **5. NON-DISCRIMINATION**

In the performance of work under this Contract, Contractor shall not discriminate in any way against any employee or applicant for employment on the basis of a person's sex, race, age, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, disability, or socio-economic status. This prohibition includes but is not limited to employment; promotions, demotions and transfers; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Contractor is required to include a similar provision in all subcontracts to this Contract.

If MPS determines Contractor has violated this non-discrimination policy, MPS may terminate this Contract without liability for undelivered services or materials. MPS may also deem the Contractor ineligible to participate in future contracts with MPS.

#### **6. INDEMNITY**

It is understood and agreed that each of the parties hereto shall be responsible for the acts and omissions of itself and its officers, employees, or agents and neither of the parties hereto agrees to indemnify the other party for any act or omissions; provided, however, that this Agreement shall not constitute a waiver by either party of any rights to indemnification, contribution, or subrogation that such party may have by operation of law, including, but not limited to, Wis. Stat. §§ 893.80 & 895.46 on the part of MPS.

#### **7. BACKGROUND CHECKS**

Contractor will conduct, at Contractor's expense, a criminal information records background check, (hereinafter referred to as "background check"), through the Wisconsin Department of Justice and other appropriate states' agencies, on all current and potential administrators, board members, officers, and employees who have, or who are anticipated to have, "direct, unsupervised contract" with MPS students in the performance of this Contract.

An out of state background check should be completed in the state(s) in which the individual resided for at least six months within the last two years and was eighteen years or older at the time.

Contractor will submit to MPS's Department of Employment Relations (DER), (via mail to Milwaukee Public Schools Background Checks, Attn: Department of Employment Relations, Room 116, 5225 West Vliet Street, Milwaukee, WI 53208, or via email at [564@milwaukee.k12.wi.us](mailto:564@milwaukee.k12.wi.us)), all completed background checks. Such records will be reviewed and MPS will notify Contractor of any individual(s) who, based on MPS standards, are unfit and should not have contact with MPS students. All determinations made by MPS with regards to whether an individual is fit to provide services pursuant to this Contract are made in MPS's sole discretion.

The following will each be a material failure to comply with the terms of this Contract and cause for immediate termination of this Contract by MPS: failure to perform background checks as outlined in this Section 7; failure to submit background checks to MPS as outlined in this Section 7; allowing services to be provided by an individual who has not been subjected to a background check; and allowing services to be performed by an individual who has been determined to be unfit by MPS as outlined in this Section 7.

**8. INSURANCE AND PROOF OF FINANCIAL RESPONSIBILITY**

Contractor understands and agrees that financial responsibility for claims or damages to any person, or to Contractor's employees and agents, shall rest with the Contractor. Contractor and its subcontractors shall effect and maintain any insurance coverage, including, but not limited to, Workers' Compensation, Employers' Liability, General Liability, Contractual Liability, Professional Liability, Automobile Liability and Umbrella Liability to support such financial obligations. The indemnification obligation, however, shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation, or benefits payable under Workers' Compensation laws or other insurance provisions.

The minimum limits of insurance required of the Contractor by MPS shall be:

Workers' Compensation	Statutory Limits
Employers' Liability	\$100,000 per occurrence
General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate
Professional Liability	\$1,000,000 per occurrence
Auto Liability	\$1,000,000 per occurrence
Umbrella (excess) Liability	\$1,000,000 per occurrence

The Milwaukee Board of School Directors shall be named as an additional insured under Contractor's and subcontractors' general liability insurance and umbrella liability insurance. Evidence of all required insurances of Contractor shall be given to MPS. The certificate of insurance or policies of insurance evidencing all coverages shall include a statement that MPS shall be afforded a thirty (30) day written notice of cancellation, non-renewal or material change by any of Contractor's insurers providing the coverages required by MPS for the duration of this Contract.

**9. SHIPPING /TAXES**

If goods are provided pursuant to this Contract, please note that MPS is exempt from Federal Excise and Wisconsin Sales Taxes. All vendor quotes, bids and invoices must include delivery FOB destination to the MPS location receiving the goods and freight must be prepaid. This means any freight, shipping, processing, handling or like charges must be part of a unit price. Any separate line items for freight, shipping, processing, handling or like charges listed on an invoice will be deleted and NOT PAID. MPS reserves the right to reject any items that do not conform to the bid, quote or Purchase Order. All return freight charges associated with the rejected materials shall be borne by the vendor.

**10. IRREPARABLE HARM**

It is mutually agreed the breach of this Contract on Contractor's part shall result in irreparable and continuing damage to MPS for which money damages may not provide adequate relief. Therefore, the breach of this Contract on Contractor's part shall entitle MPS to both preliminary and permanent injunctive relief and money damages insofar as they can be determined under the circumstances.

**11. TERMINATION BY CONTRACTOR**

Contractor may, at its option, terminate this Contract upon the failure of MPS to pay any amount, which may become due hereunder for a period of sixty (60) days following submission of appropriate billing and supporting documentation. Upon said termination, Contractor shall be paid the compensation due for all services rendered through the date of termination including any retainage.



## **12. TERMINATION BY MPS - BREACH BY CONTRACTOR**

If Contractor fails to fulfill its obligations under this Contract in a timely or proper manner, or violates any of its provisions, MPS shall thereupon have the right to terminate it by giving five (5) days written notice before the effective date of termination of the Contract, specifying the alleged violations, and effective date of termination. The Contract shall not be terminated if, upon receipt of the notice, Contractor promptly cures the alleged violation with five (5) days. In the event of termination, MPS will only be liable for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid for by Contractor for use in completing the Contract.

## **13. TERMINATION BY EITHER PARTY**

Either party may terminate this Contract at any time for any reason by giving the other party thirty (30) written notice by Registered or Certified Mail of such termination. If In the event of said termination, Contractor shall reduce its activities hereunder, as mutually agreed to, upon receipt of said notice. Upon said termination, Contractor shall be paid for all services rendered through the date of termination, including any retainage. This section also applies should the Milwaukee Board of School Directors fail to appropriate additional monies required for the completion of the Contract.

## **14. INDEPENDENT CONTRACTOR**

Contractor agrees and stipulates that in performing this Contract, it is acting as an Independent Contractor, and that no relationship of employer and employee, partnership or joint venture is created by this Contract. Contractor has exclusive control over work hours, location, and other details of such services, and MPS's sole interest is to ensure that said service shall be performed and rendered in a competent, safe, efficient, timely and satisfactory manner in accordance with the terms of this Contract.

Contractor has the sole obligation to provide for and pay any contribution or taxes required by federal, state or local authorities imposed on or measured by income. Contractor specifically covenant not to file any complaint, charge, or claim with any local, state or federal agency or court in which Contractor claims to be or to have been an employee of MPS during the period of time covered by this Contract and that if any such agency or court assumes jurisdiction of any complaint, charge or claim against MPS on Contractor's behalf, Contractor will request such agency or court to dismiss such matter. MPS shall not be charged any obligation or responsibility whatsoever of extending any fringe benefits which may be extended to MPS employees, including any insurance, or pension plans.

Contractor further agrees that MPS is not to be charged with the obligation or responsibility of extending any fringe benefits such as hospital, medical and life insurance, or pension plans which may be extended to employees of MPS from time-to-time and further agree to indemnify and hold harmless MPS and all its employees, officers and agents from any liability for personal injuries, including death, or for damage to or loss of personal property, which might occur as a result of the performance of the services provided for under this Contract.

## **15. ASSIGNMENT LIMITATION**

This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other.

## **16. PROHIBITED PRACTICES**

- A. Contractor during the period of this Contract shall not hire, retain or use for compensation any member, officer, or employee of MPS to perform services under this Contract, or any other person who, to the knowledge of Contractor, has a conflict of interest.
- B. Contractor hereby attests it is familiar with MPS's Code of Ethics, providing in pertinent part, "[a]n employee of Milwaukee Public Schools may not accept any gift or gratuity in excess of \$25.00 annually from any person, persons, group or any firm which does business with or is attempting to do business with MPS."
- C. No person may enter into this Contract for services that the MPS employee would otherwise perform as an employee.
- D. No current or former MPS employee may perform services on a professional services contract without the prior written consent of the MPS Chief Human Capital Officer or his/her designee.
- E. If the Contract is for apparel for \$5,000.00 or more, the Contractor agrees to provide only items manufactured by responsible manufacturers. Contractor is required to include a similar provision in all subcontracts to this Contract.

**17. LIVING WAGE REQUIREMENT**

Contractor shall comply with, and ensure its subcontractors performing work under this Contract comply with, Milwaukee Board of School Directors' Administrative Policy 3.09(17), which requires that employees be paid a "living wage."

**18. NOTICES**

Notices to either party provided for in this Contract shall be sufficient if sent by Certified or Registered mail, postage prepaid, addressed to the signatories on this Contract, or to their designees.

**19. WAIVER**

The waiver or failure of either Party to exercise in any respect any rights provided for in this Contract shall not be deemed a waiver of any further right under this Contract.

**20. INTEGRATION / SEVERABILITY**

This Contract, Exhibit A, any addenda, RFP 920 and Contractor's Response to RFP 920 constitute the entire Contract among the Parties with respect to the subject matter hereof and supersede all prior proposals, negotiations, conversations, discussions and Contracts among the Parties concerning the subject matter hereof. Unless otherwise provided herein, no amendment or modification of any provision of this Contract shall be effective unless the same shall be in writing and signed by both Parties.

The District shall not be bound by any terms and conditions included in of Contractor's packaging, service catalog, brochure, technical data sheet or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions contained herein.

If any term or provision of this Contract should be declared invalid by a court of competent jurisdiction or by operation of law, the remaining terms and provisions of this Contract shall be interpreted as if such invalid Contracts or covenants were not contained herein.

**21. CHOICE OF LAW & FORUM**

The state courts of Wisconsin shall be the sole forum for all disputes arising of this Contract. The validity, construction, enforcement and effect of this Contract shall be governed solely by the laws of the State of Wisconsin.

**22. TIMING**

Time is of the essence in this Contract.

**23. CERTIFICATION REGARDING DEBARMENT OR SUSPENSION**

Contractor certifies that neither Contractor or its principals; its subcontractors or their principals; the sub-recipients (if applicable) or their principals are suspended, debarred, proposed for debarment, voluntarily excluded from covered transactions, or otherwise disqualified by any federal department or agency from doing business with the Federal Government pursuant to Executive Orders 12549 and 12689. Contractor specifically covenants that neither the Contractor or its principals, its sub-contractors or their principals, or the sub-recipients (if applicable) or their principals are included on the Excluded Parties List System ("EPLS") maintained by the General Services Administration ("GSA").

**24. FORCE MAJEURE**

Neither MPS nor Contractor will be liable to the other for any work that the Contractor is unable to perform due to act of God, riot, war, civil unrest, flood, earthquake, outbreak of contagious disease or other cause beyond MPS's reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party's financial condition or negligence).

**25. STUDENT DATA**

Contractor acknowledges that student data is protected by both federal and state law. *See* Wis. Stat. § 118.125; 20 U.S.C. § 1232g(b); 34 C.F.R. § 99.1 *et seq.* If MPS determines that Contractor has disclosed any student record information in violation of either federal or state law, without prejudice to any other rights or remedies the MPS may have, MPS shall be entitled to immediately terminate this and every other existing Contract without further liability. Moreover, MPS may bar Contractor from future MPS contracts for varying periods up to and including permanent debarment.

**26. NON-DISCLOSURE**

Absent prior written consent of the person listed in Section 3 or his/her designee, Contractor shall not: (1) disclose, publish, or disseminate any information, not a matter of public record, that is received by reason of this Contract, regardless of whether the Contractor is or is not under contract at the time of the disclosure; or (2) disclose, publish, or disseminate any information developed for MPS under this Contract. Contractor agrees to take all reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of the same information.

All information and any derivatives thereof, whether created by MPS or Contractor under this Contract remains the property of MPS and no license or other rights to such information is granted or implied hereby. For purposes of this Contract, "derivatives" shall mean: (i) for copyrightable or copyrighted material, any translation, abridgment, revision, or other form in which an existing work may be recast, transformed, or adapted; and (ii) for patentable or patented material, any improvement thereon.

Within ten business days of the earlier of receipt of MPS' written or oral request, or final payment, Contractor will return all documents, records, and copies thereof if obtained during the development of the work product covered by this Contract.

**27. MPS LOGO/PUBLICITY**

No Contractor shall use the MPS Logo in its literature or issue a press release about the subject of this Contract without prior written notice to and written approval of MPS's Executive Director of Communications & Outreach.

**28. ORDER OF PRIORITY**

In the event of a conflict among the documents constituting this Contract, the order of priority to resolve the conflict shall be: 1) this Contract and Exhibit A; 2) RFP 920; and 3) Contractor's Response to RFP 920.

**29. PUBLIC RECORDS**

Both parties understand that the Board is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Contract are subject to and conditioned on the provisions of Wis. Stat. § 19.21, *et seq.* Contractor acknowledges that it is obligated to assist the Board in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Contract, and that the Contractor must defend and hold the Board harmless from liability under the law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this Contract.


**30. CONTRACT COMPLIANCE REQUIREMENT**

The HUB requirement on this Contract is 0%. The Student Engagement requirement of this Contract is 200 hours. The Career Education requirement for this Contract is 10 hours. Failure to achieve these requirements may result in the application of some or all of the sanctions set forth in Administrative Policy 3.10, which is hereby incorporated by reference.

IN WITNESS WHEREOF, the parties here to have executed this Contract on the day, month and year first above written.


CONTRACTOR (Vendor #: V018476)

MILWAUKEE BOARD OF SCHOOL DIRECTORS

By:   
Authorized Representative  
Julie Swiderski, Senior Vice President

By:   
Kristen D. DeCato, Director  
Procurement and Risk Management

Date: 8/29/16  
Wheaton Franciscan Healthcare - Southeast Wisconsin, Inc.  
d/b/a Midwest Orthopedic Sports Medicine  
400 W. Riverwoods Parkway  
Glendale, WI 53212  
(414) 465-3611

Date: 8/29/16  
By:   
Darlene B. Driver, Ed.D.  
Superintendent of Schools  
Date: 10/10/16

SSN / FEIN:

Budget Code: ATH-0-0-IAT-DW-ECTS

By:   
Mark A. Sain, President  
Milwaukee Board of School Directors

Date: 10-13-16

Reviewed by Risk Management:

By: 

Date: 10/20/16

## Exhibit A – Additional Terms

### 1. Responsibilities of MPS. MPS shall, only with regard to those schools and sports identified in ¶ 1 of the Professional Services Contract to which this Exhibit is attached,:

- 1.1 Provide assigned Contractor (also referred to in this Exhibit A as “Wheaton”) LATs with the following time sensitive information and material:
  - School calendar and event calendar at least two weeks prior to start of the season,
  - Relevant team event and practice dates and locations at least three weeks prior to season and,
  - Changes or cancellation in event, special event or practice schedules within two hours of change or cancellation. The designated school Athletic Trainer shall be notified of weekend event cancellations.
- 1.2 Provide time at pre-season parent/athlete or team orientation type meetings to introduce the assigned LAT and to define the athletic training services that are available to the MPS’s athletes.
- 1.3 Provide an adequate, safe and suitable “athletic training room” at the MPS high schools for use by the LAT. “Athletic Training Room” to include, at a minimum: a treatment table, a lockable storage space for supplies, desk or writing area, phone, and internet connection.
- 1.4 Provide consumable supplies associated with LAT services at MPS’s expense. LAT to assist AD with management of supply inventory and ordering.
- 1.5 Provide the assigned LAT with information received related to the medical or medication needs related to any athlete (i.e. diabetic management, epilepsy, drug reactions, bee stings etc.).
- 1.6 Provide the LAT with information to allow for implementation of emergency planning and work collaboratively to educate coaching staff and regular support staff (i.e., parent helpers, teachers, coaches).
- 1.7 Recognize Wheaton as the MPS’s exclusive sports medicine and rehabilitation provider in all athletic programs and at least twice per event when public address systems are available. MPS to provide at least one-quarter page for Performance Centers of Wheaton Healthcare and at least one quarter page Wheaton Sports Medicine Advertisement, at no additional cost to Wheaton. Wheaton to provide copy ready ads for print materials.
- 1.8 Display Wheaton Sports Medicine banners in gyms and on fields when provided by Wheaton.
- 1.9 Provide a season pass to the assigned LAT for all home sporting events at MPS, and a season pass for all football games for the physician covering all home varsity football games.

- 1.10 Distribute and/or post Wheaton Franciscan Healthcare related brochures and announcements at MPS.
- 1.11 Include a photograph of assigned LAT in the school yearbook with Faculty or Team pictures.
- 1.12 Provide a full-page advertising space in all sports event programs for a Midwest Orthopedic Sports Medicine advertisement at no expense to Wheaton. Wheaton to provide photo-ready copy prior to production deadline.
- 1.13 Recognize Wheaton as MPS's exclusive sports medicine and rehabilitation provider on the MPS's website and in school newsletters. Also include information regarding Outreach Services such as school visit times, Wellness Programs, and MPS Physicals sponsored by Wheaton. Provide Wheaton with deadlines and contact person(s). Wheaton to provide information for the website and newsletters.
- 1.14 Permit Wheaton LATs, physicians, and other employees to wear Wheaton Sports Medicine apparel at all relevant MPS events.
- 1.15 Pursuant to relevant MPS Administrative Policies and Procedures, including, but not limited to, Policy and Procedure 5.02, permit Wheaton to utilize School facilities upon School request, to host Sports Physicals or other events without cost to Wheaton.
- 1.16 As a condition of participating in MPS athletic programs, require all student-athletes and/or their parents to execute a valid authorization form for the disclosure of protected health information to MPS and consent forms for the provision of athletic training services, attached hereto as Exhibit A-1.

## **2. Medical Record**

- 2.1 All medical and other information and records created or maintained by Wheaton, if any, are and shall remain confidential and the sole and exclusive property of Wheaton.
- 2.2 All student athletes of MPS, and any other individuals to whom Wheaton may provide athletic training services under this Contract, must sign, or, if the athlete or individual has not yet reached the age of majority, have a parent or legal guardian sign, a waiver, entitled "Participation in Athletic Training Services", authorizing Wheaton to disclose medical and other information contained in any Wheaton records to MPS (Exhibit A-1).

## **3. Exclusivity**

- 3.1 In consideration of the foregoing covenants, provision of LATs, services and supplies by Wheaton, the MPS shall not contract with any other person or entity for the provision of sports medicine, athletic training, or rehabilitation services during the term of this Contract.

- 3.2 MPS shall not sponsor events of, distribute notices from, or endorse the services of competitive sports medicine and rehabilitation providers during the term of this Contract.
- 3.3 MPS shall not permit advertisements from competitive sports medicine, rehabilitation and/or healthcare providers to be placed in any MPS related publications or programs during the term of this Contract.
- 3.4 MPS shall not contract, directly or indirectly (except as permitted below), with any person or entity (including the LAT themselves) for the services of any LAT who was employed by or was provided by Wheaton to provide services at MPS under this Contract for one year (12 consecutive months) following the end of the Contract or termination prior to the end of the Contract without the express written approval of Wheaton; provided that the bona fide employment of the LAT by MPS itself pursuant to a written employment Contract shall not be a violation of the forgoing.
- 3.5 Nothing contained in this Contract shall be construed to obligate any athlete, or any parent of an athlete, to seek medical care or services exclusively from Wheaton.



EXHIBIT A-1 - PARTICIPATION IN ATHLETIC TRAINING SERVICES

\_\_\_\_\_  
Name of Student Athlete

\_\_\_\_\_  
Birth Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name of School

CONSENT FOR CARE AND TREATMENT

I, the undersigned, do hereby agree and give my consent for Wheaton Franciscan Healthcare/ Midwest Orthopedic Sports Medicine to evaluate and furnish medical care and treatment as necessary through ATHLETIC TRAINING SERVICES for the above named athlete. Additionally, I grant the athletic trainers permission to share protected health information as required in medical care situations with other healthcare providers involved in the care of the athlete.

ACKNOWLEDGEMENT OF RECEIPT OF NOTICE OF PRIVACY PRACTICES

I, the undersigned, do hereby acknowledge that Wheaton Franciscan Healthcare/Midwest Orthopedic Sports Medicine has provided to me a copy of Wheaton Franciscan Healthcare/Midwest Orthopedic Sports Medicine's Notice of Privacy Practices explaining:

- How we use and disclose your health information
- Your privacy rights with regard to your protected health information
- **Our obligations to you concerning the use and disclosure of your protected health information**

AUTHORIZATION FOR USE & DISCLOSURE OF PROTECTED HEALTH INFORMATION

I, the undersigned, do hereby authorize the Wheaton Franciscan Healthcare/ Midwest Orthopedic Sports Medicine Certified Athletic Training staff to use and disclose the protected health information of the above athlete for purposes of participation in athletic training services. Protected health information will be used by those individuals participating in Athletic Training Services as well as the staff involved in sporting events.

YOUR RIGHTS WITH RESPECT TO THIS AUTHORIZATION

**Right to Receive Copy of This Authorization** - I understand that if I agree to sign this authorization, I must be provided with a copy upon request. **Right to Refuse to Sign This Authorization** - I understand that I am under no obligation to sign this form. If I choose not to sign this form, it may limit my ability to participate in Athletic Training Services. **Right to Withdraw This Authorization** - I understand that I have the right to withdraw this authorization at any time by providing a written statement of withdrawal to Wheaton Franciscan Healthcare/ Midwest Orthopedic Sports Medicine. I am aware that my withdrawal will not be effective as to uses and/or disclosures of my health information that the person(s) and or organization(s) listed above have already made in reference to this authorization. I understand that information used or disclosed pursuant to this authorization may be subject to re-disclosure and no longer protected by Federal privacy standards.

EXPIRATION DATE

This authorization is good through the period of the above athlete's participation in the Athletic Training Services.

I have had an opportunity to review and understand the content of this form. By signing this authorization, I am confirming that it accurately reflects my wishes.

SIGNATURE OF PARENT/LEGAL REPRESENTATIVE

\_\_\_\_\_  
*Signature/Relationship*

\_\_\_\_\_  
*Date*

Original: Wheaton Franciscan Healthcare  
Copy: Athlete/Parent/Legal Representative/Guardian