

## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of 3/24/16, 2016 by and between **Central DuPage Physician Group d/b/a Northwestern Medicine Regional Medical Group**, an Illinois not-for-profit Corporation ("RMG"), and **Wheaton Park District ("Park District")** (RMG and Park District may each be referred to herein as a "Party" and collectively as the "Parties").

### RECITALS

WHEREAS, RMG is a not-for-profit charitable corporation organized to provide high-quality, cost effective, patient-oriented health care services to the community; and

WHEREAS, RMG employs and/or contracts with physicians and athletic trainers practicing in the area of Sports Medicine; and

WHEREAS, RMG, as part of its mission to promote the health of the community it serves, provides sports medicine and athletic training services to educational institutions (the "Services"); and

WHEREAS, Park District desires to contract with RMG to provide Services for Park District, under the terms and conditions of this Agreement; and

WHEREAS, as of the effective date of this Agreement, Park District is the owner of The Warthog Rugby Football Club; and

WHEREAS, this Agreement shall replace and supersede in its entirety, that certain Professional Services Agreement by and between RMG and The Warthog Rugby Football Club dated April 9, 2014; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of the Parties and the mutual benefits to be gained by the performance thereof and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do covenant and agree as follows:

### AGREEMENT

1. Professional Services. RMG shall, through its employees and contractors, provide to Park District the sports medicine and/or athletic training services as described on Exhibit A of this Agreement (the "Services"), which Exhibit may be revised from time to time by the addition of one or more Statement(s) of Work executed by the Parties.

2. Term. The initial term of this Agreement (the "Initial Term") shall commence on **April 1, 2016** and conclude on **March 31, 2017**. Unless sooner terminated as provided herein, after the Initial Term and at the end of each Renewal Term (as hereinafter defined), if any, this Agreement will automatically be renewed for additional terms of one (1) year each (the

**“Renewal Term”**). As used herein, the **“Term”** of this Agreement shall mean the Initial Term and all Renewal Terms.

3. **RMG’s Obligations.** RMG shall assign sufficient and qualified employees and contractors to provide the Services. At all times hereunder, RMG shall require its employed physicians to: (i) maintain a valid and unlimited license to practice medicine in the State of Illinois; (ii) maintain in good standing state and federal registrations to prescribe and dispense controlled substances; (iii) be certified to provide services to Medicare and Medicaid beneficiaries; and (iv) be board certified or board eligible in his or her specialty while performing services hereunder. In addition, RMG shall require its employed athletic trainers to maintain a valid license to practice athletic training in the State of Illinois.

4. **Compliance.** In rendering services hereunder, RMG shall ensure that its employees and contractors will comply with: (i) rules, regulations, policies and procedures of RMG; (ii) generally recognized standards of professional ethics; (iii) federal, state and local laws and regulations; (iv) the requirements of the Joint Commission; (v) applicable standards of care; and (vi) applicable standards established from time to time by third party payors.

5. **Compensation.** Park District shall pay RMG for the Services in accordance with the payment terms identified on the attached Exhibit A. RMG shall submit an invoice to Park District for Services provided and Park District shall pay each invoice within thirty (30) days of receipt.

6. **Relationship of the Parties.** In performing services as contemplated hereunder, the Parties agree that Park District is not an employee or agent of RMG. RMG agrees to pay, as they become due, all federal and state income taxes, as well as other taxes, including employment taxes, due and payable on the compensation earned by RMG employees as a result of the provision of Services under this Agreement.

7. **Termination.**

(a) **Termination Without Cause.** Either Party may terminate this Agreement without cause upon thirty (30) days’ prior written notice of termination to the other Party, or immediately, upon notice, if the other party becomes insolvent; terminates its business; files or is the subject of a bankruptcy petition; or is the subject of any debtor relief action.

(b) **Immediate Termination by Either Party.** Either Party may immediately terminate this Agreement by notifying the other Party in writing if, due to an interpretation of an existing law or regulation, or the issuance of any new laws or regulations, there is reason to believe that the arrangement described in this Agreement is no longer supportable, or that there is a reasonable expectation that the arrangement as described in this Agreement would, upon review by a regulatory agency or other authoritative third party, be deemed to be inconsistent with either Party’s applicable legal obligations. In addition, a Party may terminate this Agreement immediately if the other Party becomes insolvent; terminates its business; files or is the subject of a bankruptcy petition; or is the subject of any debtor relief action.

(c) Effect of Termination. Termination of this Agreement shall not release or discharge the Parties from any obligation, debt or liability under this Agreement which shall have previously accrued and remain to be performed upon the date of termination. If either Party terminates this Agreement during the initial twelve (12) months, then the Parties shall not enter into any type of agreement or arrangement with each other with respect to the goods and/or services that are the subject of this Agreement prior to the expiration of the twelve (12) month period.

8. Professional Liability Insurance. RMG shall maintain, in full force and effect throughout the Term, adequate professional liability insurance covering any acts or omissions of its employed physicians and athletic trainers in connection with the provision of any professional medical and/or athletic training services pursuant to this Agreement, with minimum annual limits equal to One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Three Million and 00/100 Dollars (\$3,000,000.00) in the aggregate. Upon request, RMG shall provide written evidence of such coverage to Park District.

9. Indemnification. Each Party shall defend, indemnify, and hold harmless the other and its shareholders, partners, members, affiliates, directors, officers, employees, and agents (collectively, the “**Indemnified Persons**”) against all claims, demands, costs (including reasonable attorney’s fees), expenses, liabilities, and losses which may arise in connection with this Agreement as the result of acts or omissions by the first Party, its agents or employees. Each Party shall provide to the other prompt written notice of any and all potential or pending claims or suits arising from any act or omission by the first Party, its agents or employees that may directly or indirectly affect the other Party’s Indemnified Persons.

10. Student Medical Records. Park District shall maintain all medical records and patient charts in accordance with all applicable regulatory standards. All medical records of students of Park District shall be the property of Park District subject always to the rights of the respective students. Notwithstanding the foregoing, the Parties acknowledge that if needed for reasonable purposes, including for treatment purposes or defense of a claim, RMG may, after receiving the express approval of Park District, which consent shall not be unreasonably withheld, retain copies of medical records and patient charts relating to Services provided pursuant to this Agreement. In addition, the Parties expressly agree and understand that RMG may see certain students as private patients, and that such patient records are not property of Park District. In such cases, ownership and control of records shall be determined in accordance with Illinois law.

11. Compliance With Patient Privacy Laws. If Park District will have access to any Personally Identifiable Health Information, as that term is defined in the federal Health Insurance Portability and Accountability Act and its implementing regulations, the Parties shall separately execute a Business Associate Agreement.

12. Miscellaneous.

(a) Notices. Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed effectively given if given in writing (i) on the date tendered by personal delivery, or (ii) on the date tendered for delivery by nationally recognized overnight courier, in any event addressed as follows:

If to RMG:                      Northwestern Medicine Regional Medical Group  
25 N. Winfield Road  
Winfield, IL 60190  
Attention: President

with a copy to:                Northwestern Memorial HealthCare  
Office of the General Counsel  
211 E. Ontario, Suite 1800  
Chicago, IL 60611

If to Park District:          Wheaton Park District  
Michael Benard  
102 E. Wesley Street  
Wheaton, IL 60187

(b) Governing Law. This Agreement shall be construed and governed by the laws of the State of Illinois.

(c) Entire Agreement. This Agreement, including the Recitals incorporated herein by reference and the Exhibits attached hereto, constitutes the entire agreement of the Parties pertaining to this subject matter and supersedes all prior or contemporaneous agreements, undertakings and understandings of the Parties in connection with the subject matter hereof, and it may be modified or amended only in writing duly signed by both Parties. The Parties each hereby represent and warrant that the compensation paid hereunder has been determined in arms' length bargaining and is consistent with fair market value in arms' length transactions. Furthermore, compensation has not been determined in a manner that takes into account the volume or value of referrals or business otherwise generated for or with respect to any business operated by RMG or between the Parties for which payment may be made in whole or in part under Medicare or any federal or state health care program or under any third party payor program.

(d) Assignment of Rights/Amendment of Agreement. Park District shall not have the right to assign this Agreement without the prior written consent of RMG. Upon advance written notice, RMG shall have the right to assign this Agreement to any entity controlled by or under common control with RMG. This Agreement may not be modified or altered except by a written instrument executed by the Parties. The failure of any Party to exercise in any respect any right provided for herein shall not be deemed a waiver of any rights.

(e) Headings. The headings of this Agreement are inserted for convenience only and are not to be considered in the construction of the provisions hereof and shall

not in any way limit the scope or modify the substance or context of any section or paragraph hereof.

(f) Severability. In the event any provision of this Agreement conflicts with the law under which this Agreement is to be construed, or if any such provision is held invalid by a court with jurisdiction of the Parties, such provision shall be deleted from the Agreement and the Agreement shall be construed to give effect to the remaining provisions.

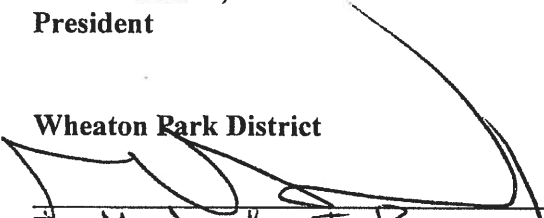
(g) Counterparts. This Agreement may be executed in two (2) or more counterparts, all of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers hereto setting their hands as of the date first written above.

Northwestern Medicine Regional Medical Group

DocuSigned by:  
*Patrick Towne, MD*  
\_\_\_\_\_  
Patrick Towne, M.D.  
President

Wheaton Park District

  
By: *Michael J. Beggs*  
Its: *Executive Director*

## **EXHIBIT A**

### **Description of Services and Payment Provisions**

#### **Scope of Services**

RMG shall provide athletic training services through National Athletic Trainers Association certified athletic trainers to students of Park District on a schedule mutually agreed upon by the Parties. Athletic training services may include, but shall not be limited to, the following:

- On-site recognition, evaluation and immediate treatment of injury and illness with appropriate referrals for follow-up care
- Development of injury and illness prevention strategies
- Facilitation of rehabilitation and reconditioning
- Promotion of safe and appropriate practice, competition and treatment facilities
- Advise on the selection, fit, function and maintenance of athletic equipment
- Development and implementation of a comprehensive emergency action plan
- Identification of potential psychosocial pathologies frequently associated with athletes and refer for management and follow-up care as appropriate
- Establishment of protocols regarding environmental conditions
- Provision of nutritional counseling and education
- Consultation with parents/guardians of student athletes as reasonably requested

Services shall be provided pursuant to a schedule mutually agreed upon by the Parties.

#### **Payment Provisions**

- Park District shall pay RMG an hourly rate of **Twenty Five and 00/100 Dollars (\$25.00)** for services provided by athletic trainers as described above.
- Fees for all Services rendered hereunder may be billed in fifteen (15) minute increments.

DATE: March 29, 2016

# **CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER**  
**NORTHWESTERN MEMORIAL INSURANCE**  
**COMPANY**  
 c/o USA Risk Group (Cayman) Ltd.  
 5<sup>th</sup> Floor, Queensgate House  
 113 South Church Street  
 P.O. Box 1085 GT  
 Georgetown, Grand Cayman  
 Cayman Islands

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW**

**COMPANIES AFFORDING COVERAGE**

COMPANY  
 A NORTHWESTERN MEMORIAL INSURANCE  
 COMPANY

**INSURED**  
**CADENCE HEALTH**  
 c/o INSURANCE ADMINISTRATION  
 211 E. ONTARIO, SUITE 900  
 CHICAGO, IL 60611

COMPANY  
 B  
 COMPANY  
 C  
 COMPANY  
 D

**COVERAGE**

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THIS INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, ON FILE AT OFFICE OF NAMED INSURED. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	LIMITS
A	Professional Liability	NMIC-014WR	6/1/2015	6/1/2016	\$1,000,000 each claim \$3,000,000 aggregate
A	General Liability	NMIC-014WR	6/1/2015	6/1/2016	\$1,000,000 each claim \$3,000,000 aggregate

\*/ In the event of any conflict between limits shown on this certificate and the limits to be afforded under certificate holder's contract with Insured, the lesser of the two limits applies.

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

Evidence of coverage in effect for Central DuPage Physician Group dba Northwestern Medicine Regional Medical Group (NMRMG) to provide athletic training services to students of the Wheaton Park District, pursuant to contract effective 4-1-2016. Wheaton Park District shall be named as an additional insured per general liability coverage.

**CERTIFICATE-HOLDER**

**Wheaton Park District**  
**102 East Wesley Street**  
**Wheaton, IL 60187**

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE HERETO, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE OT THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

  
 AUTHORIZED REPRESENTATIVE