

## **ATHLETIC TRAINER AGREEMENT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between **THE WARREN COUNTY SCHOOL DISTRICT**, a school district of the Second Class organized under the laws of the Commonwealth of Pennsylvania, hereinafter referred to as ----**"DISTRICT"**,

AND

**WARREN GENERAL HOSPITAL**, Crescent Park, Warren, Pennsylvania, hereinafter referred to as ----**"HOSPITAL"**.

**IN CONSIDERATION** of the mutual covenants herein contained, the Parties agree to and with each other as follows:

1. The Hospital agrees to provide to the District the services of an Athletic Trainer who shall be certified under the laws of the Commonwealth of Pennsylvania (hereinafter sometimes referred to as **"TRAINER"**). The trainer shall provide the services described below at such times and places as the District shall direct or as agreed upon elsewhere in this Agreement.
  - A. The Trainer shall make professional judgments upon the playing status of injured athletes and shall manage the participation of the injured athlete in athletic activities. If the management decisions of the Trainer are superseded by a physician, coach, or parent, the Trainer shall no longer be responsible for the management of that injured athlete.
  - B. At athletic events and practices at which the Trainer shall be in attendance, the Trainer shall administer appropriate first aid to injured athletes and shall refer to other medical services injured athletes who require treatment above the level of first aid. Upon request, the Trainer shall render similar services to injured members of opposing teams.
  - C. During practices, games, tournaments, or other events at which the Trainer shall be observant for students suffering from physical injuries, and upon detecting or learning of a student's injury, the Trainer shall utilize his/her expertise to make prompt and proper referral for the provision of appropriate medical services.
2. The services described in the preceding paragraph shall be provided by the Hospital during the District's 2005/2006 academic school year, which the Parties agree shall commence August 15, 2005, and shall conclude with the last day of school 2006.
3. During the aforesaid contract term, the Hospital agrees to provide a Trainer at various sites owned by the District for a total of 1,260 hours, which shall be broken down in increments of approximately 30 hours per week. Said hours shall be exclusive of the travel time spent by the Trainer going from the Trainer's home, Hospital, or elsewhere to the various sites of the District at which the services shall be rendered.
4. For the aforesaid services, the District agrees to pay to the Hospital the sum of SEVENTEEN THOUSAND DOLLARS (\$17,000), which sum shall be paid on or before September 30, 2005, and an additional sum of SEVENTEEN THOUSAND DOLLARS (\$17,000), which sum shall be paid on or before April 30, 2006.

5. The following procedures shall guide the Parties with respect to the rendering of services by the Hospital to the District:
  - A. Each school in the District using the services of the Trainer shall implement and follow an Emergency Action Plan for each sport's season and team utilizing the services of the Trainer. The coaches and athletic coordinators for said teams shall arrange an in-service to the Trainer regarding the Plan. A copy of said Plan shall be posted in all locations pertinent to athletic events.
  - B. The Parties recognize that the Trainer will not always be at all practices, games, tournaments, and other events. The Hospital shall provide to the District a pager number for the Trainer for consultations, but the Parties here agree and acknowledge that due to scheduling or other circumstances the Trainer may not be able to report to a practice, game, tournament, or other event when paged by the District.
  - C. The District shall provide adequate space for the Trainer at the various schools where the Trainer's services are to be utilized, which space will include at least one bench or table and a semi-private area.
  - D. For each school's sports season for which the Trainer's services shall be requested, the Trainer shall send a proposed schedule for that season to the District's Supervisor of District-Wide Athletics and Co-Curricular Activities for approval approximately two to three weeks prior to the start of practices for that season. The Parties recognize that there may be conflicts in scheduling due to the number of sporting events that take place and the availability of one Trainer. The Parties will utilize their best efforts to set up a schedule in the most fair and equitable manner possible accommodating as many schools as possible, and taking into account the nature of each contest with regard to potential for injury. Upon approval of a schedule by the District's Supervisor of District-Wide Athletics and Co-Curricular Activities, the District agrees to circulate said schedule to the appropriate school principals and school athletic coordinators. The Parties agree that questions concerning said approved schedule shall be directed to the District Supervisor of District-Wide Athletics and Co-Curricular Activities rather than to the Trainer.
  - E. The hours of service rendered by the Trainer shall be recorded by the Trainer and shall be submitted to the District's Supervisor of District-Wide Athletics and Co-Curricular Activities on a monthly basis.
6. Except as set forth hereinafter, the Parties agree that the Trainer's presence at practices, games, tournaments, and other events shall not affect the services rendered by physicians, emergency medical technicians (EMTs), and paramedics who shall be present at said events at the request of the District. However, the District agrees that its athletic coordinators will utilize their best efforts to inform all of the medical personnel at said events as to which medical professionals are present. The District will utilize its best efforts to see that an injured player is treated in the following order of priority: physician, Trainer, EMT, or paramedic. The District cannot guarantee that said order of priority will be adhered to by the medical personnel on site.
7. The Hospital represents and acknowledges that it is an independent contractor and is not an agent, servant, or employee of the District. The Parties understand that the Hospital, acting under the scope of this contract, has no authority to assume or create any obligation whatsoever, express or implied, on behalf of or in the name of the District, or to bind the District in any manner whatsoever.
8. All expenses associated with the supply of services by the Hospital to the District as an independent contractor and free agent, including but not limited to, travel expenses, equipment acquisition and maintenance, supplies, telephone costs, liability insurance and worker's compensation and the like, shall be borne and provided by the Hospital, and it shall be solely responsible for the payment thereof. The Hospital understands that because the Hospital is an independent contractor, the District will not provide worker's compensation coverage or be responsible for withholding of any federal, state, or local taxes, or FICA payments.

9. The Hospital agrees to carry and maintain, at its sole expense, during the performance of any work for the District, the policies of insurance in the specified minimum amounts set forth in Exhibit "A" attached hereto and made a part hereof. Prior to the commencement of any work or services contemplated herein, the Hospital shall furnish to the District certificates, on a form acceptable to the District, signed by authorized representatives of the insurance company providing the coverage, evidencing all coverage, extensions, and minimums required to be carried by the Hospital under the provisions of this Agreement. Failure to secure the insurance coverage or failure to comply fully with the insurance provisions shall in no way act to relieve the Hospital from the obligations of this Agreement, any provisions hereof to the contrary notwithstanding. All insurance policies required of the Hospital under the terms of this Agreement shall contain provisions that underwriters will have no rights of recovery or subrogation against the District, its agents, directors, officers, or employees, it being the intention of the Parties that the insurance so effected shall protect all such Parties and that said insurance shall be primarily liable for any and all losses covered by the described insurance.
10. The Hospital shall defend, protect, indemnify, and save the District harmless against any and all claims, demands, and causes of action of every kind and character, including attorney fees, arising in favor of any person, including the Hospital, on account of personal injuries or death or damages to property occurring as a result of actual services provided by the Trainer hereunder.
11. The District shall defend, protect, indemnify, and save the Hospital harmless against any and all claims, demands, and causes of action of every kind and character, including attorney fees arising in favor of any person, including the District, on account of personal injuries or death or damages to property occurring or arising out of this Agreement

**IN WITNESS WHEREOF**, the Parties hereto, intending to be legally bound hereby, for themselves, their respective heirs, executors, successors and assigns, have hereunto set their hands and seals the day and year first above written.

THE WARREN COUNTY SCHOOL DISTRICT

By: \_\_\_\_\_ (Seal)

WARREN GENERAL HOSPITAL

By: \_\_\_\_\_ (Seal)