

ATHLETIC TRAINER AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2008, 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, Two Crescent Park, Warren, Pennsylvania, hereinafter referred to as ----- “**HOSPITAL**.”

WHEREAS, the District currently utilizes the services of two Athletic Trainers, with said Athletic Trainers being provided to the District by the Hospital; and

WHEREAS, the District and the Hospital currently have an Agreement and two Addendums to the Agreement for each of the two Athletic Trainers provided by the Hospital; and

WHEREAS, the District and the Hospital desire to revoke all previous Agreements and Addendums thereto regarding the Athletic Trainers and to enter into a new, single Agreement regarding both Athletic Trainers.

NOW THEREFORE, 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 two Athletic Trainers who shall be certified under the laws of the Commonwealth of Pennsylvania (hereinafter sometimes referred to as “**TRAINERS**”). The Trainers 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 Trainers 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 If the management decisions of the Trainers are superseded by a physician, coach or parent, the Trainers shall no longer be responsible for the management of that injured athlete.

B. At athletic events and practices at which the Trainers shall be in attendance, the Trainers 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 Trainers shall render similar services to injured members of opposing teams.

C. During practices, games, tournaments, or other events at which the Trainers shall be observant for students suffering from physical injuries, and upon detecting or learning of a student's injury, the Trainers 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 2008/2009 academic school year, which the parties agree shall commence the first day of the Fall athletic season (as established by the PIAA), and shall conclude with the last day of school 2009. This contract shall annually renew unless either parties provides written notice of termination by June 1st.

3. During the aforesaid contract term, the Hospital agrees to provide Trainer No. 1 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. During the aforesaid contract term, the Hospital agrees to provide Trainer No. 2 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 each 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, provided by Trainer #1, the District agrees to pay the Hospital the sum of Eighteen Thousand Seven Hundred Fifty-Seven and 15/100ths Dollars (\$18,757.15) which sum shall be paid on or before September 30, 2008, and an additional sum of Eighteen Thousand Seven Hundred Fifty-Seven and 15/100ths Dollars (\$18,757.15), which sum shall be paid on or before April 30, 2009. For each subsequent renewal term, the remuneration paid by the District to the Hospital shall increase 3.5%, unless otherwise agreed by the parties in writing.

For the aforesaid services provided by Trainer #2, the District agrees to pay the Hospital the sum of Fifteen Thousand Five Hundred Twenty-Five Dollars (\$15,525.00), which sum shall be paid on or before September 30, 2008, and an additional sum of Fifteen Thousand Five Hundred Twenty-Five Dollars (\$15,525.00) which sum shall be paid on or before April 30, 2009. For each subsequent renewal term, the remuneration paid by the District to the Hospital shall increase 3.5%, unless otherwise agreed by the parties in writing.

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 a Trainer shall implement and follow an Emergency Action Plan for each sport's season and team utilizing the services of a 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 a 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 Trainers for consultations, but the parties hereby agree and acknowledge that due to scheduling or other circumstances a 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 Trainers at the various schools where the Trainers' 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 a 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 state 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 a 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 a Trainer.

E. The hours of service rendered by a 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 a Trainer's presence at practices, games, tournaments, and other events shall not affect the services rendered by the 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, and the Trainers, are independent contract and are not an agents, servants, or employees of the District. The parties understand that the Hospital and the Trainers, acting under the scope of this

contract, have 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, 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 and the Trainers are independent contractors, the District will not provide worker's compensation coverage or be responsible for withholding 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 below. Prior to the commence 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.

Minimum Coverage Amounts

Insurance Type

A.	Workman’s Compensation	Minimum Amount Mandated by the Commonwealth of Pennsylvania
B.	Liability / Malpractice	\$ <u>1,000,000</u> Per Person \$ <u>3,000,000</u> Per Incident

10. The Hospital agrees to indemnify and hold the District and its Board of Directors, Officers, Administrators, and Employees harmless from any liability (including reasonable attorney's fees and costs) imposed against the District by reason of the negligent, reckless, or willful acts or omissions of the Hospital, its employees, or the Athletic Trainers during the performance of this Agreement.

11. The District agrees to indemnify and hold the Hospital, its Directors, Officers and Employees, and the Athletic Trainers harmless from any liability (including reasonable attorney's fees and costs) imposed against the Hospital by reason of the negligent, reckless or willful acts or omissions of the District or its employees during the performance of this Agreement.

12. The provisions contained in paragraph Nos. 10 and 11 of this Agreement shall survive the termination of this Agreement.

13. All previous Athletic Trainer Agreements, and any Addendums thereto, between the District and Hospital are hereby revoked in their entirety and replaced with this Agreement.

14. There are no understandings between the Parties regarding this Agreement other than those set forth in this Agreement, and there have been no promises, inducements, or commitments made in conjunction with this Agreement which are not

explicitly set forth herein. This Agreement may be amended, modified, or waived only by written agreement signed by all of the Parties.

15. If any paragraph or term of this Agreement is deemed to be unlawful, invalid, or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall remain binding on the Parties hereto.

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.

WARREN COUNTY SCHOOL DISTRICT

By _____ {SEAL}
Dr. Jack L. Martin

WARREN GENERAL HOSPITAL

By _____ {SEAL}