

Athletic Trainer Agreement

THIS AGREEMENT is made this 26 day of May, 2009, by and between **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**, a Pennsylvania not-for-profit corporation, hereinafter referred to as "Hospital".

WHEREAS, District desires to procure, and Hospital is willing provide, the services of qualified athletic trainers to assist the District's athletic program;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Hospital agrees to provide Athletic Trainer Services to District. Services shall be provided by a certified Athletic Trainer, or by other healthcare professional licensed to provide the Services herein described. The persons providing Services shall be referred to as "Trainer" or "Trainers".
2. The Athletic Trainer Services ("Services") provided by Trainers include:
 - 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 a physician, coach, or parent supersedes the management decisions of the Trainers, the Trainers shall no longer be responsible for the management of the 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 providers the 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 practice, games, tournaments, and other events at which the Trainers shall be in attendance, the Trainers shall be watchful for students suffering from physical injury, and upon detecting or learning of a student's injury, the Trainers shall utilize their expertise to make prompt and proper referral for the provision of appropriate medical services.
3. The Trainers shall provide Services at such times and places as the District shall direct, or as otherwise agreed upon in this Agreement.
4. Hospital shall provide the Services during District's 2009/2010 academic school year, which the parties agree shall commence on the first day of the Fall athletic season (as established by the Pennsylvania Interscholastic Athletic Association) and shall conclude on the last day of school during the 2009/2010 school year ("Initial Term"). This contract shall automatically renew for additional one-academic-school-year periods unless either party provides written notice of termination no later than June 1st of the preceding school year (each a "Renewal Term").

5. Hospital and District intend that Hospital shall provide two Trainers and that each Trainer shall provide to District 1,260 hours of Services, in increments of approximately 30 hours per week, exclusive of travel time. Hospital and District recognize that there may be periods when a Trainer is unavailable (for example, due to injury, illness, or termination of employment). Hospital will make a good faith effort to obtain Trainer coverage to ensure the Services of two Trainers.
6. District shall compensate Hospital for the salary, benefits, and expenses incurred in providing Athletic Trainer Services. Remuneration shall occur as follows:
 - a. District shall pay to Hospital Ninety-Seven Thousand Five Hundred Dollars (\$97,500) for the services of two Athletic Trainers, payable in two equal installments of Forty-Eight Thousand Seven Hundred Fifty Dollars (\$48,750). The first installment shall be paid on or before September 30, 2009, and the second installment shall be paid on or before April 30, 2010. For each additional Renewal Term of this Agreement, the remuneration shall be modified to cover the then-current expense of the Athletic Trainers' salary, benefits, and expenses. Hospital shall notify District of the increase or decrease in remuneration on or before the first day of April the then-current Term. Remuneration shall be paid on September 30th and April 30th of the then-current Term.
7. The following procedures shall guide the parties with respect to the Services provided by Hospital to District.
 - a. Each school in the District using the Services of Trainers shall implement and follow an Emergency Action Plan for each sport's season and each team utilizing the Services of Trainers. The coaches and athletic coordinators for each team shall arrange an in-service to the Trainers regarding the Emergency Action Plan. A copy of the Emergency Action Plan shall be posted in all locations pertinent to athletic events.
 - b. The parties acknowledge that a Trainer will not be present at all practices, games, tournaments, and other events. Hospital shall provide to District a pager number for each Trainer in order to conduct telephone consultations. The parties further acknowledge that a Trainer may not be able to report to a practice, game, tournament, or other event, when paged by District.
 - c. District shall provide reasonable and necessary space and supplies for Trainers at the various locations where Trainers' Services are to be utilized.
 - d. For each school's sports seasons for which a Trainer's Services shall be requested, the Trainers shall send to the District Supervisor of District-Wide Athletics and Co-curricular Activities ("District Supervisor") a proposed schedule for that season approximately two to three weeks prior to the start of practices for that season. The parties acknowledge that there may be conflicts in scheduling due to the number of sporting events that take place and the availability of the Trainers. The parties will utilize their best efforts to design a fair and equitable schedule that accommodates as many schools as possible, taking into account the nature of each sporting event and the potential for injury. Upon approval of a schedule by the District Supervisor, District will distribute the schedule to the appropriate school principals and athletic coordinators. The parties agree that questions concerning the approved schedule shall be directed to the District Supervisor rather than to the Trainers.

- e. Except as set forth herein, the parties agree that a Trainer's presence at practice, games, tournaments, and other events shall not affect the Services rendered by the physicians, emergency medical technicians, and paramedics who shall be present at said events at the request of District. However, 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. District will utilize its best efforts to see that an injured player is treated in the following order of priority: physician, Trainer, paramedic, emergency medical technician. District cannot guarantee that the medical personnel on site will adhere to this order of priority.
 - f. The hours of service rendered by a Trainer shall be recorded by the Trainer and shall be submitted to the District Supervisor on a monthly basis.
8. Hospital and its Trainers are independent contractors of District and shall not be considered to be agents, servants, or employees of District. The parties agree that Hospital and its Trainers, acting under the scope of this Agreement, have no authority to assume or create any obligation whatsoever, express or implied, on behalf of or in the name of District, or to bind District in any manner whatsoever. As an independent contractor, Hospital shall bear all expenses associated with the supply of services by Hospital to District and shall receive only the remuneration set forth in this Agreement. District shall not provide nor be responsible for worker's compensation coverage, unemployment compensation, or the withholding of federal, state, or local taxes.
9. Hospital will maintain general liability insurance in an amount of at least \$1,000,000 per person/\$3,000,000 per occurrence and worker's compensation insurance in at least the minimum amount mandated by the Commonwealth of Pennsylvania. Prior to the commencement of Services, Hospital shall furnish to District certificates, on a form acceptable to District, signed by authorized representatives of the insurance company providing the coverage, evidencing all coverage, extensions, and minimums required to be carried by 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 Hospital from the obligations of this Agreement, notwithstanding any provisions hereof to the contrary. All insurance policies required of Hospital under the terms of this Agreement shall contain provisions that underwriters will have no rights of recovery or subrogation against 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. District and Hospital agree to the following indemnification provisions, which provisions shall survive the termination or expiration of this Agreement.
- a. District agrees to indemnify and hold Hospital and its directors, officers, Trainers, and employees (collectively, the "Indemnified Party") harmless from any liability, including reasonable attorneys' fees, imposed against the Indemnified Party by reason of the negligent, reckless, or willful acts or omissions of District or its employees during the performance of this Agreement.
 - b. Hospital agrees to indemnify and hold District and its directors, officers, administrators, and employees (collectively, the "Indemnified Party") harmless from any liability, including reasonable attorneys' fees, imposed against the Indemnified Party by reason of the negligent, reckless, or willful acts or omissions

of Hospital, its employees, or the Trainers during the performance of this Agreement.

11. If any term or condition of this Agreement becomes in violation of the rules, regulations, or reimbursement policies of any third-party reimbursement program, any federal or state statute, rule, regulation, or administrative or judicial decision, or jeopardizes Hospital's status as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, then the parties shall use their best efforts to alter the terms or conditions of this Agreement so that it no longer violates said rule, regulation or reimbursement policy of a third-party reimbursement program, federal or state statute, rule, regulation or administrative or judicial decision in questions, no longer fails to satisfy such available safe harbor, or no longer jeopardizes Hospital's status as a 501(c)(3) organization. Notwithstanding the foregoing, in the event the parties are unable to mutually agree upon modifications of this Agreement, as called for above, either party may terminate this Agreement upon sixty (60) days prior written notice.
12. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.
13. This Agreement and the duties and obligations imposed hereunder may not be assigned or delegated without the prior written consent of both District and Hospital
14. All notices hereunder shall be deemed to have been delivered immediately upon hand-delivery or, if mailed, then three days after mailing by United States mail when sent by certified or registered mail, to the following address:

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| Warren County School District 185 Hospital Drive North Warren, PA 16365 ATTN: Superintendent | Warren General Hospital Two Crescent Park West Warren, PA 16365 ATTN: Chief Executive Officer |
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15. This Agreement supersedes any and all other agreements, either oral or in writing, between the Hospital and District with respect to athletic trainer services. Any modification of this Agreement shall be effective only if it is in writing and signed by all parties to this Agreement.

The Parties hereto execute this Agreement the day and year first above written.

WARREN COUNTY SCHOOL DISTRICT

Kimberly J. Angove
Signature

PRESIDENT
Title

ATTEST: (seal)
Keith A. Huck
Board Secretary

WARREN GENERAL HOSPITAL

[Signature]
Signature

C.E.O.
Title