

ATHLETIC TRAINING SERVICES AGREEMENT

THIS ATHLETIC TRAINING SERVICES AGREEMENT is made on this 7th day of June, 2016, by and between Strong Memorial Hospital/UR Medicine Sports Medicine, a division of the University of Rochester, an educational institution chartered by the State of New York, with its principal business office located at 601 Elmwood Avenue, Rochester, New York 14642, hereinafter called "USM" and Wheatland-Chili Central School District, located at 13 Beckwith Avenue, Scottsville, New York 14546, hereinafter called "School".

WHEREAS, USM is engaged in the business of providing athletic training services to schools or other facilities maintaining athletic programs; and

WHEREAS, The School desires to enter into an agreement with USM to provide the services of a qualified athletic trainer ("Athletic Trainer"), who is certified by the National Athletic Trainers Association and the University of the State of New York, State Education Department to practice in New York; and

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

1. Services. USM shall provide the services of an Athletic Trainer ("Services") to the School in accordance with the Schedule on **Attachment A**, attached hereto and incorporated by reference to this Agreement. The Services will include the prevention, care and management of athletic injuries within the scope of practice of the Athletic Trainer. The Athletic Trainer will also act as an educational resource to the coaches, administrators, and parents of the School's athletes. The services are more particularly described in **Attachment B**, attached hereto and incorporated by reference to this Agreement. In no event shall the Athletic Trainer's duties and responsibilities pursuant to this Agreement include medical or physical therapy treatments, nor shall any duties exceed the practice of athletic training, as defined by the New York Education Law, section 8352, as amended from time to time.

2. Term. The term of this Agreement shall be from August 1, 2016, through June 30, 2017, all subject, however, to termination at any time with cause by either USM or the School upon not less than 30 days' written notice by either party to the other.

3. Fees for Services. For all Services rendered by USM to the School under this Agreement, the School shall pay to USM in accordance with the terms set forth on **Attachment C**, attached hereto and incorporated by reference to this Agreement. Payments shall be made monthly within thirty days after receipt of USM's invoice. Any amounts not paid when due shall be subject to a late payment charge equal to one and one-half percent (1½%) on the overdue balance. In addition, the School shall pay all costs for medical supplies, which are used by the Athletic Trainer in the course of the performance of Services, provided that either the School's business manager or athletic director has approved the purchase of such supplies. It is understood that the sole financial responsibility of USM hereunder shall be to provide (or cause the provision

of) all compensation and benefits, including New York State disability and Workers' Compensation, to the Athletic Trainer.

4. Designation of Athletic Trainer. If requested, USM agrees to consult with the School in the selection and designation of the Athletic Trainer(s) who will provide the Services, but USM shall have the full and final authority and responsibility with respect to the final selection of such Athletic Trainer. In the event an Athletic Trainer is not available for a specific game, USM reserves the right to substitute another certified Athletic Trainer. The Athletic Trainer is and shall at all times be employed by USM and is not an employee of the School.

5. School's Duties and Responsibilities. The School's duties and responsibilities regarding the training services are provided on Attachment B, attached hereto and incorporated by reference.

6. Malpractice Liability Insurance-Indemnification. USM represents and warrants to the School that USM employees who render Services to the School are currently covered by a malpractice liability insurance policy, which provides coverage of \$1,000,000 per claim/\$3,000,000 aggregate. During the term of this Agreement and any extensions, USM agrees to maintain malpractice liability insurance for USM employees who provide Services in an amount not less than that set forth in the preceding sentence.

USM agrees to indemnify and hold the School harmless from any claims, expenses, or damages, including legal fees, which result from the negligent acts or omissions of the Athletic Trainer or employees of USM, engaged in the performance of Services. USM also agrees to indemnify and hold the School harmless if the Athletic Trainer who renders Services to the School under these terms of this Agreement incurs bodily harm or injury. Notwithstanding the foregoing, however, USM shall not be liable to the School for any claims, damages, or expenses incurred by the School as a result of negligent acts or omissions of employees or agents of the School, or of its students, parents or guardians of students, spectators, participants in School games, or visitors to the School.

7. Right of Students to Obtain Independent Medical Care. Nothing in this Agreement shall be deemed to require any student of the School to use any of the Services provided by USM, and it is specifically understood and agreed that any student of the School shall have the right to select and obtain professional care elsewhere. In the event that an injury incurred by a student requires a physician's attention, the Athletic Trainer will inform the school, and upon request, the student's parents and/or family physician.

8. Notice. Any and all notices, designations, consents, offers, acceptances or other communication provided herein shall be given in writing which shall be sent to either party at the addresses shown below unless notice of a change of address is furnished in writing:

To USM Strong Memorial Hospital/UR Medicine Sports Medicine
4901 Lac De Ville Blvd.
Bldg D, Suite 110
Rochester, NY 14618
ATTN: Director of Athletic Training Outreach

To the School Wheatland-Chili Central School District
13 Beckwith Avenue
Scottsville, New York 14546
Attn: Business Manager

9. Miscellaneous Provisions.

Solicitation of Athletic Trainer. For the duration of this Agreement and for a period of one (1) year thereafter, School agrees that it shall not hire, employ, or independently solicit the professional services of any Athletic Trainer referred or supplied by USM, unless School obtains the prior written approval by USM.

Assignment. Neither School nor USM shall have the right to assign their respective rights and obligations hereunder without the written consent of the other parties. Any attempt to assign this Agreement without the appropriate written consent shall be immediately void. Notwithstanding the above, this Agreement shall be binding upon and inure to the benefit of USM and the school and there respective legal representatives, successors, and assigns.

Entire Agreement; Modifications. This Agreement constitutes the entire Agreement between the parties and contains all of the agreements between the parties with respect to the subject matter hereof and supersedes any and all other agreements, either oral or in writing, among the parties with respect to the subject matter hereof. No change or modification of the Agreement shall be valid unless the same is in writing and signed by USM and the School. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the person or party from whom such waiver is sought, and such written modification(s) shall be attached hereto.

Waiver of Provisions. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. The waiver of any of the terms and conditions of this Agreement shall not be construed as a future waiver of such terms and conditions nor a waiver of any other terms and conditions hereof.

Governing Law; Venue. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflicts of law principles. Any such action arising hereunder shall be venued in the Supreme Court of the State of New York, County of Monroe.

Severability. The provisions of this Agreement shall be deemed severable, and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

Contract Modifications for Prospective Legal Events. In the event any state or federal laws or regulations, now existing or enacted or promulgated after the effective date of this Agreement, are interpreted by judicial decision, a regulatory agency or legal counsel of School and USM in such a manner as to indicate that the structure of this Agreement may be in violation of such laws or regulations, School and USM shall amend this Agreement as necessary so as to fully comply with such state or federal laws or regulations as so interpreted.

Access to Records. Until the expiration of four (4) years after the furnishing of the services provided under this Agreement, the parties agree to make available to the Secretary, U.S. Department of Health and Human Services, the U.S. Comptroller General, and their representatives, this Agreement and all books, documents and records necessary to certify the nature and extent of the costs of the services rendered under this Agreement. If the duties of this Agreement are carried out through a subcontract worth \$10,000 or more over a twelve (12) month period with a related organization, the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General and their representatives to the related organization's books and records. This clause applies regardless of whether the party is designated elsewhere in this Agreement as a contractor, subcontractor, vendor, and seller or otherwise.

Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, and such counterparts will together constitute the same instrument.

Confidentiality. The Parties agree to maintain the privacy, security and confidentiality of all information, including all patient medical records, charts, and related information, transmitted, received through or maintained in connection with the services provided pursuant to this Agreement, in accordance with (i) all applicable statutes and regulations, including without limitation, the applicable requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, Title II, Subtitle F, and regulations from time to time promulgated thereunder ("HIPAA"), and (ii) the protocols, rules, policies and other requirements of UMS and School and any accrediting agencies, licensors and authorities that are applicable to the Parties. All information disclosed in connection with this Agreement shall remain the property of School.

Use of University's Name, Trademarks, etc. School shall not use, in advertising or otherwise, University's name, trademarks, service marks, logos, or property, or the names, images, or photographs of any of University's employees, without the prior written consent of University, which may be withheld in its sole discretion.

Headings. The paragraph headings herein are for convenience only and shall not affect the construction or interpretation of this Agreement.

IN WITNESS WHEREOF, USM and the School have caused this Agreement to be signed by their respective duly authorized officers, on the day and year first above written.

Strong Memorial Hospital/UR Medicine Sports Medicine

By: _____
Name: Kathleen Parrinello
Title: Chief Operating Officer
Date: _____

School: Wheatland-Chili Central School District

By: _____
Name: Deborah Leh
Title: Superintendent
Date: _____

Attachment A

ATHLETIC TRAINING SERVICES FOR WHEATLAND-CHILI CENTRAL SCHOOL DISTRICT FOR THE SCHOOL YEAR 2016-2017.

FALL SPORTS SEASON

Pre-season as requested

Weekly training room hour based on game schedules

Reporting time half hour before game

Home varsity and junior varsity boys' soccer games

Home varsity and junior varsity girls' soccer games

Selected home varsity girls' volleyball

Sectionals as requested: Soccer

WINTER SPORTS SEASON

Training room one day per school week (to be determined) for two hours if no home event scheduled

Reporting time half hour before game

Home junior varsity hockey games

Home varsity and junior varsity boys' basketball games

Home varsity and junior varsity girls' basketball games

Boys' and girls' varsity basketball tournaments

Sectionals as requested: Basketball

SPRING SPORTS SEASON

Training room one day per school week (to be determined) for two hours if no home event scheduled

Home varsity track meets

Home varsity and junior varsity girls' lacrosse games

Selected home varsity baseball games

Selected home varsity softball games

Sectionals as requested: Baseball, Softball

REQUESTED COVERAGE WILL BE DEPENDENT UPON THE AVAILABILITY OF THE ATHLETIC TRAINING STAFF.

ATTACHMENT B

ATHLETIC TRAINING SERVICES

UR Medicine Sports Medicine's (USM) athletic training evaluation and consulting services have been developed to assist the coaching staffs to provide quality sports medicine care for their student-athletes.

Certified Athletic Trainers working in conjunction with USM's Sports Medicine Team will assist School personnel in the care and prevention of athletic injuries. Each program is designed for the specific needs of the School's medical and coaching staff.

THE FOLLOWING SERVICES ARE PROVIDED UPON REQUEST

1. Pre-season Meeting with Coaching Staff:

Prior to each sports season the Athletic Trainer is available to meet with the coaching staff to discuss common concerns of the medical staff, administration, and coaches regarding conditioning, performance, care and prevention of athletic injuries.

2. Pre-season Meeting with Athletic Teams:

Prior to each sports season, or at the initial practice sessions, the Athletic Trainer is available to education the athletes regarding conditioning, athletic dietary concerns, performance enhancement and care and prevention of athletic injuries.

3. Evaluation and First Aid Treatment of Injuries:

The Athletic Trainer will be available at the School for evaluation of injuries sustained during practice or games. The School shall determine specific coverage.

Emergency Evaluation and First Aid: Emergency injury evaluations and first aid will be provided at USM during normal operating hours for those athletes who sustain injuries during those times when the next scheduled athletic training session does not allow effective injury care.

4. Medical Consultation:

The Athletic Trainer will assist the athlete in obtaining timely medical care. The Athletic Trainer will follow School policy for injury care and reporting of injuries, will notify the athlete's parents of the need of medical consultation, offer to contact the family physician, and, if necessary, put the parents in contact with an orthopaedic surgeon or sports medicine specialist.

5. Student Athletic Trainer Program:

Students interested in sports medicine or an allied health profession may work under the direction of the Athletic Trainer to acquire knowledge regarding initial care and prevention of athletic injuries. Internships are also available to USM for students interested in sports medicine and physical therapy.

6. On-going Evaluation of Injury Rates and Types:

The Athletic Trainer will assist the School nurse in maintaining injury records and noting injury rates and cause. The Athletic Trainer will then assist the applicable coach to develop a program to prevent injuries, which may include modification of practice procedures, sports techniques, prophylactic equipment, etc.

7. Reconditioning and Returning to Competition After Injury:

The Athletic Trainer in cooperation with the School physician and coach will develop programs to maintain conditioning, and recondition the athlete after injury.

8. Communication Between Physician, Coach, Athlete, Parents and School Nurse and Physician:

Upon request, the Athletic Trainer will be responsible for maintaining communication between the athlete's physician, coach, parents and School nurse and physician regarding injury care and athlete participation.

9. Program and Staff Evaluation:

The School Athletic Director and USM administration at the conclusion of each sports season will evaluate both the athletic training program and Athletic Trainer. The School administration, athletic administration, coaching staff, parent group, and USM will complete an in-depth evaluation at the conclusion of the school year.

OBLIGATIONS OF SCHOOL RELATED TO TRAINING SERVICES

1 Facilities, Support, and Supervision: School shall provide the Athletic Trainer with office space, equipment, furnishings, medical and office supplies, and administrative support, all as may be reasonably required in conjunction with the performance of the Athletic Trainer's duties and responsibilities under this Agreement.

ATTACHMENT C

COMPENSATION

School shall pay USM \$24.61 per hour for services provided pursuant to this Agreement. In addition, the School shall pay all costs for medical supplies, which are used by the Athletic Trainer in the course of the performance of Services, provided that either the School's business manager or athletic director has approved the purchase of such supplies. Payment shall be sent to the University of Rochester Medical Faculty Group, 601 Elmwood Avenue, Box 888, Rochester, NY 14642.