

**UPMC SUSQUEHANNA
SPORTS MEDICINE
ATHLETIC TRAINING SERVICES AGREEMENT**

This Agreement is made by and between UPMC Susquehanna (hereinafter referred to as “UPMCS”) and Wellsboro Area School District _ (hereinafter referred to as the “Purchaser”)

WHEREAS, UPMCS is a private, non-profit corporation chartered under the laws of the Commonwealth of Pennsylvania with offices located at 1201 Health Services Building, 1201 Grampian Blvd., Williamsport, PA 17701; and

WHEREAS, the Purchaser is organized under the laws of the Commonwealth of Pennsylvania with offices located at: 225 Nichols Street, Wellsboro, PA. 16901_ and

WHEREAS, UPMCS manages the Sports Medicine Center located at: 1201 Health Services Building, 1201 Four Mile Drive, Williamsport. PA 17701

WHEREAS, the Sports Medicine Center has submitted a proposal for the furnishing of Athletic Training Services to Purchaser, and Purchaser has agreed to purchase Athletic Training Services from UPMCS in accordance with the provisions contained herein.

NOW, THEREFORE, intending to be legally bound by the mutual covenants and conditions contained herein, UPMCS and the Purchaser, agree as follows:

1. **TERM OF AGREEMENT**

The term of this Agreement shall become effective: August 1, 2019 and shall continue in effect and in force until June 30, 2022.

2. **SERVICES AND EQUIPMENT TO BE PROVIDED**

UPMCS shall provide to Purchaser with the services of a Certified Athletic Trainer (“Trainer”) to provide the services, and staff the athletic programs of Purchaser as further described on Attachment “1(1)”, “1(2)”, and or “1(3)” of this Agreement. The Trainer shall work a schedule determined collaboratively by the designated representatives of UPMCS and Purchaser. UPMCS also agrees to provide certain equipment to be utilized by the Trainer in conjunction with services provided under this Agreement. Such equipment will be listed on Attachment “3” of this Agreement and is subject to revision at the sole discretion of UPMCS. All such equipment shall be and remain the sole properties of UPMCS and may be removed by UPMCS at any time during the term of this Agreement, or upon this Agreement’s termination.

3. **FEES FOR SERVICES**

The fees charged by UPMCS for services provided to Purchaser under this Agreement shall be as shown on Attachment "2" hereto. All such fees shall be billed to Purchaser on a bi-annual basis and shall be due and payable within fifteen (15) days of receipt. Those dates of billing will occur in: Early September 2019 and early January 2020.

In the event Purchaser does not pay the UPMCS invoice within fifteen (15) days, UPMCS shall assess and Purchaser agrees to pay a late fee of one and one-half percent (1.5%) per month, or on a pro rata basis for any part thereof, on the unpaid balance.

Unless otherwise stated on Attachment "2" of this Agreement, the fees charged by UPMCS for services provided under this Agreement are subject to change upon thirty (30) days advance written notice provided to Purchaser.

4. **EMPLOYMENT STATUS**

At all times, and for all purposes under this Agreement, Trainers providing services to Purchaser shall be considered by the parties to be employees of UPMCS and shall be subject to all relevant UPMCS policies and procedures. UPMCS shall be responsible, through its designated contact person, for supervision and the evaluation of the performance of the Trainer. Any comments concern and/or criticism of services provided by the Trainer shall be directed by Purchaser to the UPMCS designated contact person.

5. **DESIGNATED CONTACT PERSONS**

UPMCS herewith designates the following as its contact person:

Michael Ludwikowski, AT, C
1201 Grampian Blvd.
Suite 1-K
1201 Four Mile Drive.
Williamsport, PA 17701
570-320-7451

Purchaser herewith designates the following as its contact person:

Either party may change its designated contact person at its sole discretion by notifying the other party in writing of such designation.

6. **CERTIFICATE OF INSURANCE**
UPMCS agrees to supply the Purchaser with appropriate certification of liability insurance and workers' compensation coverage for Trainer(s) providing services under this Agreement upon request of Purchaser.
7. **NON-DISCRIMINATION**
UPMCS and the Purchaser agree that all services to be provided under this Agreement shall be provided without regard to race, creed, sex, disability or national origin.
8. **INDEPENDENT CONTRACTORS**
The parties to this Agreement are independent contractors. Neither party is an employee, joint venturer, agent or partner of the other. Nothing contained herein shall be deemed or construed to create any relationship other than that of independent contractors contracting for the purpose of providing the services described in this Agreement.
9. **TERMINATION**
This Agreement may be terminated without cause by either party upon service of written notification of intent to terminate not fewer than thirty (30) days prior to the effective date of termination.
10. **INDEMNITY**
Neither party, nor any of their directors, officers, agents, employees, affiliates or subsidiaries, or their respective directors, officers, agents or employees shall be responsible to the other party, or to any third party for any act or omission of the other party, or any director, officer, agent, employee, affiliate or subsidiary of the other party.
11. **HEADINGS**
The headings used in this Agreement are used for convenience only, and shall not effect the construction or interpretation of this Agreement.
12. **AMENDMENT, MODIFICATION OR REVISION**
This Agreement shall be amended, modified or revised only upon written agreement of the parties hereto.
13. **ENTIRE AGREEMENT**
This Agreement represents the entire Agreement between the parties and supersedes all prior written or verbal understandings.

AND NOW, intending to be legally bound, the authorized representatives of the parties set their hand and seal as follows:

PURCHASER

UPMC SUSQUEHANNA

Authorized Representative

President

Witness

Witness

Date

Date

(Athletic Training.doc)

ATTACHMENT "1(1)"

FULL TIME ATHLETIC TRAINER

The following programs and services will be provided by a UPMCS Athletic Trainer according to a work schedule deemed mutually acceptable by the designated representatives of both parties:

- A. Coverage for scheduled home and away varsity football games and scheduled home varsity and junior varsity PIAA interscholastic events. Extend availability for "as needed" status for on campus junior high assistance during such scheduled Varsity and Junior Varsity interscholastic events.
- B. Reinforcing the required education for high school coaches regarding their role of assisting the Athletic Trainer in sports first aid and injury recognition.
- C. Ordering and Inventory of athletic training supplies.
- D. Maintenance of all records for all athletic injuries and treatment.
- E. Assisting Purchaser personnel in the completion and processing of athletic insurance forms.
- F. Making recommendations for the care, treatment and medical referral of injured athletes.
- G. Designing off-season weight training and cardiovascular conditioning programs for high school athletic teams.
- H. Preparation and maintenance of all athletic training kits.
- I. Communication with coaches regarding player availability for daily practice and/or competition.
- J. Assisting the coaching staff and athletes in the proper fitting of athletic equipment.
- K. Advising student athletes regarding appropriate training and conditioning techniques.
- L. Assisting with the preparation of athletes for practice and games.
- M. Provide consultation to Purchaser personnel in nutrition, exercise, injury prevention, injury trends and facts.
- N. Available to evaluate, refer and when time permits, treat in-season junior high interscholastic student athletes within the time restraints of the athletic trainer's regularly scheduled work day.

ATTACHMENT "1(2)"

PER DIEM ATHLETIC TRAINER SERVICES

1. Purchaser will submit a schedule of requested Athletic Trainer coverage to the UPMCS designated contact person, not fewer than two (2) weeks prior to the date of the first requested scheduled athletic event (s), or as soon as possible.
2. UPMCS will review the request and provide the Purchaser, within a timely basis, a list detailing the athletic event coverage (s) for which UPMCS will be able to supply a Certified Athletic Trainer.
3. In accordance with Section 2 of the Agreement, the scheduling of Certified Athletic Trainer coverage, the need of athletic training supplies (if any are to be supplied by UPMCS at the expense of Purchaser), emergency communication procedures, and injury triage protocols shall all be communicated and agreed upon by the designees of UPMCS and Purchaser prior to the scheduled event (s).

ATTACHMENT “1(3)”

**ATHLETIC TRAINER
WEEKLY VISITATION SERVICES**

1. UPMCS and Purchaser, through their designated contact persons, shall mutually agree on a schedule of weekly one (1) hour visits to be made by a UPMCS Certified Athletic Trainer.
2. Purchaser shall provide adequate and appropriate workspace for the Certified Athletic Trainer to evaluate athletic injuries on the Purchaser’s premises.
3. UPMCS and the Purchaser will establish mutually agreeable policies and actions for the weekly visits that will address, but not be limited to, unscheduled absenteeism by the UPMCS Certified Athletic Trainer, unscheduled school cancellation, holidays, rescheduling of services and any provisions or any athletic training supplies to be provided by UPMCS, at the expense of Purchaser.

ATTACHMENT "2"

FEES FOR SERVICES

In accordance with section 3 of the Agreement, the following fees will be charged for services under this Agreement:

Attachment "1(!)": \$25,000.00 for the 2019-20 scholastic year
\$27,000.00 for the 2020-21 scholastic year
\$28,000.00 for the 2021-22 scholastic year

Attachment "1(2)": \$40.00 per hour of service

Attachment "1(3)": \$ 3,000.00 per PIAA athletic season or
\$ 8,500.00 for the entire PIAA athletic school year = all three PIAA
athletic seasons.

This Attachment will be prepared specifically for each Agreement based on the type of Certified Athletic Training services to be provided.

Signature of Purchaser indicates acceptance of aforementioned Fees for Services:

Authorized Representative

Date