

**UPMC SUSQUEHANNA
SPORTS MEDICINE CENTER**

ATHLETIC TRAINING SERVICES AGREEMENT

This Agreement is made by and between UPMC Susquehanna (hereinafter referred to as “UPMCS”) and Montoursville 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 Suite 1-K, 1201 Grampian Blvd., Williamsport, PA 17701; and

WHEREAS, the Purchaser is organized under the laws of the Commonwealth of Pennsylvania with offices located at 50 Arch Street, Montoursville, PA 17754; and

WHEREAS, UPMCS manages the Sports Medicine Center located at Divine Providence Campus, Health Service Bld. 1201 Grampian Blvd., Williamsport, PA 17701; and

WHEREAS, the Sports Medicine Center has submitted a proposal for renewing and continuing 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, 2020 and shall continue in effect and in force until June 30, 2023.

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

UPMCS shall provide to Purchaser with the services of a full time Licensed Athletic Trainer (“Trainer”) to provide the services, and staff the athletic programs of Purchaser as further described on Attachment “1(1)”, and “1(2)” 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. All such equipment shall be and remains the sole property of UPMCS and may be removed by UPMCS at any time during the term of this Agreement, or upon its termination.

UPMCS requires the Purchaser to provide reasonable operating space for the licensed athletic trainers and his/her equipment. This space will be the athletic training room and will be agreeable to both designated contact personnel (point 5.).

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 monthly basis and shall be due and payable within thirty (30) days of receipt.

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, concerns 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, LAT
Suite 1-K
1201 Grampian Blvd.
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 venture, 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 affect 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.
14. **MARKETING AND BRANDING ASSESTS.**
UPMCS will provide certain marketing and branding assets to the Purchaser as set forth below. The value of certain marketing and branding assets will be reasonably equivalent to the difference between the reimbursements to UPMCS provided in Attachment 2 and the arms-length value of athletic training services to be furnished hereunder. UPMCS will provide the marketing assets to the Purchaser for three (3) years beginning with the 2020 fall sports season and ending June 30, 2023.
 - a. UPMCS Banners/signage will be featured at the event fields and in the Purchaser's gymnasiums during scrimmages and games/contest;

- b. UPMC Susquehanna logo will be featured on the message board of the scoreboard at the Purchaser’s Gymnasiums and outdoor venues during scrimmages and games if applicable;
- c. UPMC Susquehanna will provide 30 second reads for the Purchaser’s appointed announcer to read at least twice during a game/contest of each home game during the term of the agreement;
- d. UPMC Susquehanna logo will be featured on the “Athletes page” of each of the Purchaser’s athletic websites.

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 Trainer according to a work schedule deemed mutually acceptable to 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 "as needed" availability for on campus junior high events when the trainer is covering scheduled varsity and junior varsity interscholastic practices/events.
- B. Reinforce 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 records of 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 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 in the preparation of athletes for practice and games.
Provide consultation to Purchaser personnel in nutrition, exercise, injury prevention, etc.
- M. 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 workday.

ATTACHMENT “1(2)”

PER DIEM ATHLETIC TRAINER SERVICES

1. Purchaser will submit a schedule of requested Trainer coverage to UPMCS, through its designated representative, not fewer than three (3) weeks prior to the date of the first scheduled athletic event.
2. UPMCS will review the request and provide Purchaser, on a timely basis, with a list detailing the athletic events for which UPMCS will be able to supply Trainer coverage, and the events which UPMCS will not be able to supply Trainer coverage.
3. In accordance with Section 2 of the Agreement, the scheduling of Trainer coverage, supplies (if any are to be supplied by UPMCS at the expense of Purchaser) needed, emergency communication procedures, and injury triage protocols shall be agreed upon by the designees of UPMCS and 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(1)”: \$31,212.00 for the 2020-21 scholastic year
\$31,836.00 for the 2021-22 scholastic year
\$31,836.00 for the 2022-23 scholastic year

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

This Attachment will be prepared specific to each Agreement, depending on the type o licensed athletic trainer services to be provided.

Signature of Purchaser indicates acceptance of aforementioned Fees for Services:

Authorized Representative

Date

