

# ATTACHMENT #2 - July 19, 2022

## ATHLETIC TRAINING SERVICES AGREEMENT

This Athletic Training Services Agreement (the “**Agreement**”), made as of the date of the last signature below (the “**Effective Date**”), is between Lancaster General Medical Group (“**LGMG**”), a Pennsylvania non-profit corporation, and the Warwick School District (“**School District**”).

School District oversees schools in Lancaster County.

LGMG provides professional medical services through its duly licensed physicians and other healthcare professionals.

School District desires to engage LGMG to provide athletic training services for students of the School District.

LGMG has agreed to provide such services in accordance with the terms and conditions of this Agreement.

The parties therefore agree as follows:

### 1. **LGMG Obligations.**

- 1.1 Services. School District hereby retains LGMG to provide athletic training services (the “**Services**”) as more fully described in Exhibit A, attached hereto and incorporated by reference. School District and LGMG agree that all Services shall be provided by an LGMG’s Sports Medicine Practice athletic trainer (“**AT**”).
- 1.2 Qualifications. LGMG warrants that all of the Services performed under this Agreement will be performed in a professional and competent manner and by an AT who is licensed in the Commonwealth of Pennsylvania to provide the Services and maintains certification under the Board of Certification. The AT shall possess the knowledge and skills necessary to perform the Services. The AT shall provide the School District with any State and/or Federal Child Abuse Clearance certifications and/or background checks required by law, or which may be requested by the School District.
- 1.3 AT Time Commitment and Availability.
  - 1.3.1 The AT shall provide Services in accordance with the terms of this Agreement commencing with the beginning of the PIAA fall season and continuing through the final post-season contest in the spring season. LGMG and School District will mutually agree upon start and approximate end dates for each year of the Agreement term.
  - 1.3.2 LGMG agrees to provide up to 800 hours per school year during the PIAA seasons to providing the Services. The parties shall agree upon the AT’s day to day schedule. Work Week costs are covered under the yearly fee set forth in Exhibit C. LGMG cannot guarantee AT availability for an event for which School District requires Services that does not qualify as a School Event as defined in Exhibit A unless agreed upon in advance by the parties.

1.3.3 The AT will be available for an unlimited number of hours beyond the Work Week as needed (“**Overtime Hours**”). Overtime Hours will be charged on an hourly basis to School District in accordance with the charges in Exhibit C.

2. **School District Obligations.**

2.1 School District shall furnish LGMG the schedules of all events for which LGMG has agreed in advance to provide the Services (the “**Schedule**”). To the extent LGMG is asked to provide Services at events outside of the Schedule, LGMG will, if possible, work with School District to accommodate such requests as more fully described in Exhibit A.

2.2 School District shall provide a dedicated, satisfactory space for the AT to provide the Services within School District’s facilities.

2.3 School District shall provide the AT with all reasonably necessary supplies in order for the AT to perform the Services.

2.4 School District acknowledges and agrees that injuries which warrant physician evaluation will be seen by a physician to provide accurate medical diagnoses and treatment.

2.5 School District shall be responsible for any ambulance or other emergency medical transportation necessary or required by law or regulation during any school event or other function involving the AT. The parties shall establish protocols concerning adult accompaniment with a student athlete in an ambulance, which will not be an AT.

2.6 School District shall be responsible for gathering and storing signed consent to participate forms from all student-athletes, including, whether separate or incorporated, a consent to receive treatment from the AT. School District’s athletic director shall be responsible for maintaining these forms.

2.7 School District has agreed to contract with LGMG for school physician services.

2.8 School District will list the AT on appropriate vehicle insurance policies for the purpose of operation of appropriate motor vehicles.

2.9 School District shall provide the AT with any and all changes to the Schedule, when possible, no later than twenty-four (24) hours prior to the rescheduled event.

3. **Independent Contractor.** The parties acknowledge that LGMG and its employees and personnel, including the AT, are independent contractors of School District. In no event will LGMG or any of its employees or personnel be deemed a joint venturer, partner, employee, or agent of School District by virtue of this Agreement.

4. **Term and Termination.**

4.1 **Term.** The initial term of this Agreement shall commence on the Effective Date and continue for a period of three (3) years (the “**Initial Term**”).

4.2 Termination for Cause. In the event of a material breach of this Agreement by either party, the non-breaching party may terminate this Agreement by giving the breaching party thirty (30) days prior written notice; provided that, upon receipt of such notice, the breaching party shall have thirty (30) days to cure such breach.

4.3 Termination without Cause. Either party may terminate this Agreement with or without cause following the Initial Term by providing the other party with ninety (90) days' prior written notice.

5. **Payment Terms and Marketing.** In consideration of the Services provided by LGMG, School District shall pay LGMG in accordance with the payment terms identified in Exhibit C. The parties also mutually agree upon the marketing terms outlined in Exhibit B.

6. **Insurance and Indemnification.**

6.1 LGMG and each of its employees and personnel providing the Services shall maintain professional liability insurance in amounts not less than those required by state law.

6.2 School District shall maintain commercial general liability insurance, including personal injury blanket contractual liability and broad form property damage, with minimum limits of \$1,000,000 per claim or occurrence and \$3,000,000 annual aggregate.

6.3 LGMG shall indemnify and hold harmless School District and its agents, representatives, officers and employees of each of them, from and against any and all claims, penalties, demands, causes of actions, damages, losses, liabilities, costs, expenses, including reasonable attorney's fees arising out of any litigation related to such claims, of any kind or nature whatsoever, arising out of or in any manner directly or indirectly related to LGMG's acts or omissions, except to the extent attributable to the gross negligence or willful misconduct of School District, its agents, representatives, officers or employees.

School District shall indemnify and hold harmless LGMG and its agents, representatives, directors, officers and employees, from and against any and all claims, penalties, demands, causes of actions, damages, losses, liabilities, costs, expenses, including reasonable attorney's fees arising out of any litigation related to such claims, of any kind or nature whatsoever, arising out of or in any manner directly or indirectly related to School District's acts or omissions, except to the extent attributable to the gross negligence or willful misconduct of LGMG, its agents, representatives, officers or employees. Nothing in this paragraph is intended to waive the immunity protections of the School District, its agents, representatives, directors, officers and employees under the Political Subdivisions Torts Claims Act with respect to a claim by any third party.

7. **Notices.** Any notice required to be given pursuant to this Agreement shall be in writing, addressed to each party at the addresses noted below. Notices will be deemed to have been received upon: (i) actual receipt; (ii) one (1) business day after being sent by overnight courier service; or (iii) three (3) business days after mailing by first-class mail, whichever occurs first.

If to LGMG:

Lancaster General Medical Group  
1097 Commercial Ave  
East Petersburg, PA 17520  
Attn: President

With a Copy to:

General Counsel  
Lancaster General Health  
555 N. Duke Street  
P.O. Box 3555  
Lancaster, PA 17604-3555

If to School District:

Warwick School District  
301 West Orange Street  
Lititz, PA 17543  
ATTN: Business Office  
\_\_\_\_\_

With a Copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. **Confidentiality.**

8.1 **Student Information.** LGMG shall a) maintain the confidentiality of, and immediately return to the School District, any confidential information that may, for any reason, become known to or come in the possession of LGMG, b) shall comply with all reasonable security and access policies and procedures of School District, and c) shall ensure that any person or entity acting on behalf or at the request of LGMG complies with these provisions. To the extent applicable, LGMG agrees to comply with, the Family Educational Rights and Privacy Act, Protection of Pupil Rights Act, Individuals with Disabilities Education Act, the State Board of Education Guidelines, the Health Insurance Portability and Accountability Act, and any other applicable federal, state, and/or local legislation regarding the creation of, protection, and dissemination of personally identifiable student information.

8.2 **AT Records.** LGMG and the AT may, in order to perform the Services, document student encounters, including personally identifiable information, in LGMG’s electronic medical record system or other record keeping software (collectively, “**AT Records**”). School District acknowledges and agrees that all AT Records are the sole and exclusive property of LGMG and that School District has no right to access or review the AT Records.

9. **Miscellaneous.**

9.1 **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania. Any action arising out of the performance, interpretation, or validity of this Agreement shall be commenced and maintained, and venue shall exclusively lie, in Lancaster County, Pennsylvania.

9.2 **Assignment.** This Agreement may only be assigned by either party upon the express written consent of the other party.

9.3 **Amendments.** This Agreement may not be modified in any respect other than by a written instrument signed by both parties.

- 9.4 Entire Agreement. This Agreement supersedes any previous agreements between the parties and constitutes the entire agreement between the parties. Both parties acknowledge that any statements or documents not specifically referenced and made a part of this Agreement shall have no effect.
- 9.5 Counterparts/Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Any such counterpart containing an electronic or facsimile signature shall be deemed an original.
- 9.6 Force Majeure. Neither party shall be liable or deemed in default of this Agreement for any delay or failure to perform caused by Acts of God, war, disasters, strikes, pandemic, or any similar cause beyond the control of either party.

The parties are signing this Agreement as of the dates identified below.

LANCASTER GENERAL  
MEDICAL GROUP

WARWICK SCHOOL DISTRICT

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name/Title)

\_\_\_\_\_  
(Name/Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

## EXHIBIT A

### Athletic Training Services

- During the School Year, the ATs will attend practices and games of the School District's sports teams ("School Events"), except where the School District has scheduled two or more events at the same time, one or more of which is scheduled to occur outside the School District property. In the event of conflict, the AT and the Athletic Director will determine which events are to be covered.
- Upon request, ATs will provide Services for additional events that are not School Events, such as playoff games and league games. School District shall notify LGMG no less than one (1) week in advance of the non-School Event when requesting Trainer Services.
- ATs will see out-of-season student athletes as time permits, while granting first priority to in-season student athletes.
- ATs will advise the School District as to the supplies and training equipment required for the School District's athletic training programs.
- ATs will assist the School District's faculty and coaching staff in the design and implementation of a student athletic training aide program.
- ATs will provide continuing education programs to the School District's coaching staff.
- ATs will attend preseason coaches' meetings, and upon request, PTO and school board meetings.
- ATs will coordinate and provide injury follow up and evaluations for the School District's team physician.
- ATs will monitor athletic injuries and develop injury prevention training and programs with the advice and consent of School District's team physician.
- School District is responsible for contracting with Emergency Medical Services ("EMS Personnel"), if so desired. Therefore, services under this agreement shall not include emergency medical services, unless such treatment is needed prior to arrival of EMS Personnel or to assist EMS Personnel as needed.
- LGMG will work to provide priority access for School District student-athletes to LGMG physical therapy at all Lancaster General Health locations.
- LGMG shall provide information and treatment protocols to School District and student-athletes regarding concussions and other common sports injuries, as well as guidelines addressing post-injury return-to-play.
- LGMG shall, in coordination with athletic department provide 1 mass sports pre-participation physical over the summer in preparation for the upcoming school year on-site at a designated school district facility.

- LGMG shall provide one session of Nutrition Education per season, with additional sessions provided upon request at a rate of \$125/hour.

**EXHIBIT B**

School District and LGMG agree in good faith to meet to discuss marketing terms at a later time.

**EXHIBIT C**

**Compensation**

School District shall compensate LGMG in accordance with the following schedule:

	<b>Annual Fee 800 hours AT Coverage</b>	<b>Additional Hours</b>
2022-2023	\$20,000	\$50.00
2023-2024	\$20,000	\$50.00
2024-2025	\$20,000	\$50.00

School District and LGMG shall mutually agree upon annual compensation for additional Term(s) subsequent to the Initial Term.

School District may elect to compensate LGMG for the Annual Fee in twelve equal monthly installments or one lump sum at the start of each Term. School District shall remit payment to LGMG for all Overtime Hours worked on a monthly basis no later than the twentieth (20<sup>th</sup>) day following submission to the School District by LGMG of an invoice for Overtime Hours served during the month prior.