



# East Liverpool City Hospital

## ATHLETIC TRAINING SERVICES

### AGREEMENT

This Athletic Training Services Agreement (Agreement) is entered by and between East Liverpool City Hospital (ELCH) and BEAVER LOCAL SCHOOL DISTRICT (BLSD).

#### WITNESSETH:

Whereas, BLSD desires to obtain the services of a National Athletic Trainers Association (NATA) certified athletic trainer (ATC) for the 2017-2018 school years' fall, winter and spring sports seasons;

Whereas, ELCH is able and willing to provide the services of NATA certified ATCs or personnel with greater training [Licensed Physical Therapists (LPT)];

**NOW THEREFORE**, intending to be legally bound, the parties agree to the following:

1. ELCH will assign an ATC or a LPT to be present and provide services at the following events:
  - a. All high school varsity football practices including preseason camp and varsity football scrimmages,
  - b. All home and away regular season high school varsity football games,
  - c. All home freshman and junior varsity football games,
  - d. All home high school varsity boys and girls soccer matches,
  - e. All home high school varsity volleyball matches,
  - f. All regular season home varsity boys and girls home basketball games,
  - g. Varsity boys basketball practice per week with consideration of game schedule,
  - h. Varsity girls basketball practice per week with consideration of game schedule,
  - i. All regular season home high school varsity dual and triangular wrestling meets,
  - j. All regular season home high school varsity boys and girls track meets,
  - k. Home baseball and softball contests and way contests based on availability,
  - l. Additional post season or special events as mutually agreed by both parties.
  
2. ELCH ATCs or LPTs will provide only those Services permitted under the Ohio licensing boards for their respective disciplines. The primary evaluation of an injury will occur at the event or in the training room. Any rehabilitation needed will be administered by the ATC/LPT on-site unless advanced treatment is necessary. When advanced treatment is required, the ATC or LPT will alert the appropriate BLSD representative that

more thorough evaluation and treatment should be conducted at a physician's office or a hospital's emergency department.

3. ELCH ATCs or LPTs, if requested during the term of this Agreement, will assist BLSD high school varsity coaches with the development and implementation of pre-season strength and conditioning programs. Additionally, ELCH ATCs or LPTs, if requested during the term of this Agreement, will assist BLSD in the selection of athletic training equipment and supplies.
4. ELCH will maintain its customary performance evaluation its ATCs and LPTs and, if requested by BLSD, will specifically review an ATC's or LPT's performance as related to this Agreement's requirements. If requested by BLSD, ELCH will provide evidence of professional liability insurance covering the activities of its employees.
5. BLSD will compensate ELCH for services in accord with the fees and other terms stated in Exhibit A, attached to and made a part of this Agreement. BLSD will pay ELCH for services provided within thirty (30) days of the receipt of an invoice. Fees not paid in full will be subject to a 1½% late fee applied monthly.
6. A modification of this Agreement requires the written mutual agreement of the parties.
7. Either party may terminate this Agreement by providing written notice to the other party no less than ten (10) days in advance of the intended date of termination.
8. This Agreement is the full understanding of the parties and supersedes any prior verbal or written discussions or agreements.
9. This Agreement is governed by the laws of the State of Ohio with exclusive venue in Columbiana County, Ohio.
10. This Agreement is effective as of the later of the dates affixed below and will terminate at the conclusion of BLSD's 2017-2018 academic school year. Any future agreement for the provision of athletic training services will require the creation of a new agreement.

IN WITNESS WHEREOF, the parties do hereby cause this Agreement to be effective by the signatures of their duly authorized representatives.

For ELCH:

for BLSD:

\_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit A

**Fees**

2017/2018

\$13,500

**Additional Terms**

As additional compensation for the services provided by ELCH during the term of this Agreement, BLSD will:

Announce no less than two (2) times at high school athletic events that athletic training services are provided by ELCH's Therapy Center;

Allow ELCH to place an advertisement banner at the site of high school athletic events with:

- a. Artwork to be provided by ELCH, and
- b. Actual signage to be provided by and at cost to BLSD;

Allow ELCH to place a full page advertisement at no cost to and approved by ELCH in high school athletic event programs;

Allow ELCH to have a right of first refusal when BLSD seeks a sponsor for school apparel, events, etc;

Provide ELCH with one (1) season pass to high school varsity athletic events

BLSD Initials: \_\_\_\_\_

ELCH Initials: \_\_\_\_\_