

**COSHOCTON REGIONAL MEDICAL CENTER
ATHLETIC TRAINING
CONSULTANT AGREEMENT**

This agreement is made and entered into as of November 19, 2020, by and between **Coshocton City School District Board of Education** (hereinafter "School ") at 1207 Cambridge Rd, Coshocton, Ohio 43812 and **Prime Healthcare Foundation – Coshocton, LLC** doing business as **Coshocton Regional Medical Center** (hereinafter "CRMC"), at 1460 Orange Street, Coshocton, Ohio 43812.

For and in consideration of the mutual promises, covenants, and agreements hereinafter set forth, CRMC and School with the intent to be legally bound, agree as follows:

1. Responsibilities of CRMC:

A. CRMC will provide School a single Full-time athletic trainer employed by CRMC (and such fill-in trainers necessitated by vacations or absences as set forth more fully in this Agreement), certified by the National Athletic Trainer's Association, licensed by the State of Ohio, with current CPR certification, for the high school athletic calendar year ("Athletic Trainer"), for the provision of the following services:

(i) practice and game coverage forty (40) hours per week. The Athletic Trainer will be on campus starting August 1 till 2 days after the last athletic event the following June. The priority of what is covered shall be determined by mutual agreement of the Athletic Director and the Athletic Trainer, but in no event shall the athletic trainer be expected to provide Emergency Medicine or any other medical or clinical services outside the scope of his or her licensure and/or certifications;

(ii) regularly daily scheduled on-site hours for reconditioning of athletes and injury clinics for the evaluation of athletic injuries;

(iii) supervision and monitoring of rehabilitation and reconditioning protocols as prescribed by a physician;

(iv) documentation of all student contacts;

(v) monitoring of athletic training supplies and inventory and preparation a proposed budget for training supplies;

(vi) a year-end injury analysis of athletes and recommendations to the athletic director and relevant coach(es);

(vii) if desired by the school, a student assistant program

(viii) educational seminars desired by the Booster clubs, parents, athletes, coaches, and administration;

(ix) a cursory inspection of athletic training equipment for its fitness of use. School understands that Athletic Trainers do not hold themselves out as qualified technicians able to provide expert opinions regarding the fitness of such equipment;

(x) immediate Physician access to athletes when the Athletic Trainer contacts the team physician's office, however, choice of treating physician for students shall be solely up to the student and their family and shall not be restricted in any way by this Agreement;

(xi) provision of Automatic External Defibrillator (AED) services. This subsection shall only apply in the event School, owns, properly maintains, and properly stores an AED device. School shall insure said device. If, in Athletic Trainer's sole discretion, the AED device is improperly stored or maintained, Athletic Trainer shall not provide services contained within this subsection.

- B. Athletic Trainer shall not provide injury assessment and treatment to any other individuals except athletes of School pursuant to this Agreement.
- C. Athletic Trainer shall be fully covered under CRMC's professional liability and malpractice coverage in the amount of \$1 million per occurrence with a \$3 million annual aggregate limit. Further, CRMC shall provide employment and general liability insurance that covers acts of Athletic Trainer(s) with minimum limits of \$1 million per occurrence with a \$3 million annual aggregate limit. Evidence of such coverages shall be provided to School upon request.
- D. Every attempt will be made by CRMC to provide a substitute trainer in the event the full-time Athletic Trainer is absent from any event/coverage.
- E. Upon the School's reasonable request, the Athletic Trainer will undergo a Bureau of Criminal Investigation (BCI) records check, which will be paid for by CRMC.
- F. For a minimum fee to the athlete, a pre-season sports physical during the spring/summer preceding the up-coming athletic year will be made available by CRMC;

2. Responsibilities of School:

- A. CRMC will provide services of an Athletic Trainer valued at the fair market value of Nineteen Thousand Dollars (\$19,000.00) per year as described in Paragraph 1(A). Each year during the Term, the School shall provide to CRMC certain marketing and sponsorship benefits valued at Ten Thousand Dollars (\$10,100.00) described in Exhibit A. Therefore, the difference between the services/privileges provided by each party (\$19,000.00 minus \$10,100.00) of Eight Thousand and Nine Hundred (\$8,900.00) annually shall be in in-kind charitable donation by CRMC to the School for its sports programs, and the School shall not owe anything further to CRMC for

the medical services. CRMC may annually review and adjust its charitable donation during the Term, in the event of any change in the services described.

- B. School shall provide adequate space, facilities, equipment, technology, and supplies to CRMC for carrying out its duties herein.
 - (i.) Modified golf cart for transportation of needed athletic training and emergency supplies.
 - (ii.) Ice machine with capacity of producing 750lb per day
 - (iii.) Space for an athletic training room. Furnishing of athletic training room as deemed necessary by mutual agreement of Athletic Trainer and Athletic Director
 - (iv.) Technology for provision of services of record keeping, Impact program maintenance, and communication verbal and written by Athletic Trainer to various simultaneous athletic practices, games, and events.
 - (v.) All expendable athletic trainer supplies and durable goods needed for the athletic teams of school.
 - C. School shall permit CRMC to display banners at all School's athletic complexes in accordance with CRMC's brand standards and to be provided with title or lead sponsor ad space in all athletic programs. School shall offer a right of first refusal to CRMC in the orthopedic and sports medicine categories for placement of all advertisement to athletes and fans at athletic facilities of the school.
 - D. School shall make an announcement during the quarter and halftime of home events when the public address system is utilized that CRMC is providing Sports Medicine coverage at School. CRMC will provide the wording for this announcement.
 - E. School shall provide the Athletic Trainer with schedules and give notice of additional and/or canceled contests.
3. **Term:** The term of this agreement shall commence upon the 14th day of November, 2020, and shall end two (2) days after the last athletic contest of June 2021. The agreement may be annually renewed for additional one (1) year terms upon written agreement signed by both parties unless otherwise terminated in accordance with the provisions herein.
4. **Termination:** Either party may terminate this agreement at any time, with or without cause, upon providing one hundred eighty (180) days' prior, written notice to the other party. This Agreement may be terminated for cause by either party if the other party fails to perform the obligations imposed upon it under this Agreement, and such failure continues for a period of thirty (30) days following notice of such failure having been given to the breaching party by the non-breaching party, in which event the effective date of termination shall be the 31st day following the giving of such notice.

5. **Exclusivity:** During the term of this Agreement, CRMC will be the sole and exclusive provider of contracted athletic training services to School, and School shall not expressly contract with another party to provide any of the Services enumerated in Section 1.
6. **Independent Contractors:** The relationship of the parties by reason of the Agreement shall be that of independent contractors. Nothing in this Agreement shall be construed to consider either party or their respective employees as the agents or employees of the other party. CRMC shall be solely responsible for the payment of all compensation for Athletic Trainer provided to the School under this Agreement, including all employment support, benefits, and workers' compensation coverage. CRMC shall be responsible for withholding reporting for such payments.
7. **Non-Interference:** School agrees that, during the term of this Agreement and for a period of one year thereafter, it shall not: (i) induce any athletic trainer of CRMC to leave the employ of CRMC; (ii) interfere with the relationship between CRMC and any athletic trainer thereof, or; (iii) hire any athletic trainer who was an employee of CRMC at any time during the term of this Agreement. School acknowledges the difficulty in calculating damages for such interference and hereby agrees that in the event of such interference, School shall pay CRMC liquidated damages in the amount of Thirty-Five Percent (35%) of the employee's yearly salary at CRMC.
8. **Medicare Access to Records:** The parties agree to make available upon the written request of the Secretary of Health and Human Services or the Comptroller General, or their representatives, this Agreement, and such books, documents and records as may be necessary to verify the nature and extent of the costs of the services rendered hereunder to the full extent required by Section 952 of the Omnibus Reconciliation Act of 1980, codified at 42 U.S.C. 1395x(v)(1)(I), or by any other applicable federal or state authority. If either party carries out this Agreement via subcontracts, it agrees to include a clause similar in effect to this in such contracts to ensure compliance with the above law.
9. **Compliance with Applicable Laws:**
 - i) Both parties acknowledge and agree that the compensation and the Services provided by CRMC are in no way intended to be a referral arrangement, an inducement to refer, or is otherwise calculated by or related to the referral of patients. Furthermore, no employee of the School (or immediate family member thereof) receives any aggregate compensation or any payment or remuneration from either party that varies with or takes into account the volume or value of referrals or other business generated by such employee (or immediate family member thereof) to CRMC.
 - ii) CRMC and the School shall comply with all applicable laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Family and Educational Rights and Privacy Act (FERPA), and the Ohio Student Records Act (OSRA). School and CRMC hereby certify that it is the intent of the parties to fully comply with, and each party represents and warrants that it will not violate, the Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b) and

any implementing rules or regulations with respect to their compensation, performance, or obligations under this Agreement.

10. Non-Discrimination: Neither party nor any subcontractor of either party may discriminate, by reason of race, color, religion, sex, age, disability, national origin, or ancestry, against any citizen of the State of Ohio in the employment of any person qualified and available to perform work under this Agreement. Further, neither party shall discriminate by reason of race, color, religion, sex, age, disability, national origin, ancestry, military status, ability to pay, or other class protected by State or Federal law in the provision of health care services performed pursuant to this Agreement.

11. Notice: Any notice or other communication required or desired to be given herein shall be deemed sufficiently given when delivered personally or mailed as follows:

If to School:

C.F.O./Treasurer
Coshocton City Schools
1207 Cambridge Rd.
Coshocton, Ohio 43812

with a copy to:

Tim Fortney
Athletic Director
Coshocton High School
1205 Cambridge Rd.
Coshocton, Ohio 43812

If to CRMC:

J. Todd Dawson, PT
Director, CRMC Rehab
311 South 15th St
Coshocton, Ohio 43812

with copies to:

Stephanie Conn
CEO, Coshocton Regional Medical Center
1450 Orange Street
Coshocton, Ohio 43812

Prime Healthcare Services, Inc.
3480 East Guasti Road, 2nd Floor
Ontario, CA 91761
Attn: Legal Department

12. Miscellaneous: This Agreement contains the entire agreement between the parties with respect to the matters contained herein and supersedes any and all other agreements, either written or oral, between CRMC and the School with respect to the Services. Neither party may assign this Agreement without the written consent of the other party. Any modification of this Agreement shall be effective only if it is in writing and signed by all the parties to this Agreement. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision. This Agreement is solely for the benefit of the parties and shall not in any manner be construed to be for the benefit of any third parties. This Agreement is governed by the laws of the State of Ohio, without regard to its conflict of law's provisions.-

Coshocton Regional Medical Center

_____ on _____ 20_____.

Printed Name and Title:

Coshocton City School District Board of Education

_____ on _____ 20_____.

Printed Name and Title:

EXHIBIT A

SPONSORSHIP BENEFITS FOR CRMC	UNIT PRICE	TOTAL VALUE
Program ad; full page, color (Fall & Winter)	\$550 per program	\$ 1,000
Three PA Announcements at all events with PA system (copy to be provided by CRMC Football, Soccer M/W, Basketball M/W, Wrestling, Volleyball, Track – A sports	\$100 per sport	\$ 800
CRMC Sports Medicine Banners at all sports Venues, 8 locations. Size tbd by scale of facility	\$ 350 per venue	\$ 2,800
CRMC Logo on HS scorer's table	\$ 1,000	\$ 1,000
Athletic Training Room Signage. Banners To be purchased and provided by CRMC	\$ 350	\$ 700
CRMC Signing Day sponsor 1 Day per School year	\$ 500	\$ 500
CRMC game sponsor 1 per sport with CRMC Literature handout 8 sports	\$ 350 per sport	\$ 2,800
CRMS logo on athletic web page with link To CRMC	\$ 500 per year	\$ 500
Total marketing provided to CRMC		\$ 10,100

