

ATHLETIC TRAINER **CONTRACT**

THIS AGREEMENT made this 6th day of May 2020, by and between Rehabilitative Services, Inc., an Ohio Corporation, having its principal place of business located in Coldwater, Ohio (hereinafter referred to as "Rehab Services"), and Celina Schools, located in Celina, Ohio (hereinafter referred to as the "School").

WITNESSETH

WHEREAS, the School desires to retain from Rehab Services the services of certified athletic trainers, physical therapists and other appropriate personnel (hereinafter referred to as "Trainers") in order to provide on-site first aid, injury management, sports enhancement, athletic training and therapy services for athletes of the School; and

WHEREAS, Rehab Services desires to provide the services of said Trainers to the School, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of payments to be paid by the School to Rehab Services as hereinafter set forth, together with the mutual promises and covenants hereby acknowledged, the parties agree as follows:

1. Services Provided. Rehab Services agrees to provide the School with Trainers in order to provide on-site first aid, injury management, athletic training and therapy services for athletes of the School, as such Trainers are available to be present on the School premises for the following:
 - A. Athletic events and other athletic team activities as scheduled and requested by the School and as agreed upon by Rehab Services for the Fall (including preseason football conditioning), Winter and Spring athletic seasons and such other home and away athletic events as requested by the School and as agreed upon by Rehab Services beginning July 1, 2020 through June 30, 2021.
 - B. Graduate athletic trainers who have not yet been certified or licensed but are awaiting such certification and licensure will limit the scope of their services to those services and activities that are permissible for such non-certified and non-licensed individuals as established by the Ohio Occupational, Physical Therapy and Athletic Trainers Board.
 - C. Neither the athletes nor their parents will be billed for the on-site first aid, injury evaluation and management, athletic training or therapy services provided by Trainers and/or therapists on the

School premises except for sports enhancement training through Rehab Services' Sports Max program which will be paid for privately by the individual athlete or his/her parents following appropriate parental approval and consent.

2. Duties of Trainers. Rehab Services agrees that Trainers will be properly certified and/or licensed as necessary to practice in the State of Ohio for their respective professions. Trainers will have clear criminal record checks and negative drug screens, done at Rehab Services expense, prior to providing any service to the School. Rehab Services agrees that Trainers will be qualified to and will provide the following services when Trainers are present on the School premises in accordance with the terms of this Agreement:
 - A. Supervise all athletic training student aides at athletic events and other team activities.
 - B. Supervise rehabilitation programs for athletes that take place while Trainers are present on the School premises.
 - C. Be responsible for immediate first aid to injured athletes and to provide initial evaluation and treatment of athletic injuries.
 - D. Be responsible for pre-activity preparation of athletes during injury checks (i.e. taping).
 - E. Effectively communicate with parents when an athlete is injured.
 - F. Refer injured athletes for appropriate follow-up care pursuant to the athlete's or minor athlete's parental preference.
 - G. Follow the recommendations of the athlete's physician for treatment of the injured athlete within the limits of the law and based on current standards of care.
 - H. Keep accurate records on all injury evaluations, consultations and treatments relating to the athletes maintaining compliance with HIPPA.
 - I. Evaluate and examine injured athletes utilizing direct access and communicating with parents/guardians and also informing coaches of their status as permitted by law.
 - J. Follow the directions, instructions and/or clearance to return to play by a physician if a physician is involved in an athlete's care unless such direction, instruction and or clearance for return to play is contraindicated by present standards of care. The Trainer will seek further direction from qualified medical providers as necessary when another medical opinion appears necessary and appropriate in the care of an athlete. Effective and timely communication with the athlete, physician, parent(s) and coaches is essential in the decision-making process.
 - K. Effectively communicate and coordinate the planned coverage for services to be provided by Trainers under this Agreement and any other relevant information with the School's athletic director.

3. Independent Contractor Relationship. The School agrees that the Trainers will be the exclusive provider of athletic training and therapy services done at the School, that the Trainers are employees of Rehab Services and that the nature of the relationship between Rehab Services and the School concerning said Trainers constitutes an independent contractor relationship and shall not be construed as creating an agency, partnership, joint venture or employer/employee relationship. At all times, Trainers will be employees of Rehab Services and Rehab Services shall have the right and duty to supervise and control Trainers in the performance of the services provided for in this Agreement. Rehab Services shall be responsible for payment of Trainers' salaries and any employee benefits as negotiated between Rehab Services and Trainers.
4. Performance of Trainers. Trainers will at all times follow the Code of Ethics of their respective professions. In the event the School determines that there is a plausible allegation of inappropriate actions or misconduct on the part of Trainers in the performance of the services provided for in this Agreement, the School shall have the right to request in writing that Rehab Services evaluate the performance and take appropriate disciplinary action as necessary based on the evaluation by Rehab Services. Upon the School's request for evaluation of the performance of any Trainer, the School shall provide written notice of the facts and circumstances surrounding the allegations leading to the request for evaluation. Rehab Services will ensure any Trainers subject to such allegations full and fair due process in order to respond to such allegations and will take necessary actions to safeguard and ensure athletes' well-being.
5. Liability Insurance. Rehab Services assumes liability for the actions of Trainers in the performance of the services provided for herein and agrees to maintain a policy of liability insurance on said Trainers for acts of negligence in a minimum amount of \$1,000,000 per person per occurrence and \$3,000,000 in the aggregate.
6. Non-Solicitation of Trainers. The School hereby agrees not to solicit for employment (by the Board or any associated group or entity) employees of Rehab Services and agrees not to hire said employees for a period of two (2) years from the end of this Agreement unless otherwise mutually agreed upon by both the School and Rehab Services.
7. Equipment Provided by School. The School will provide a trainer's kit and all athletic training equipment and supplies that are reasonable and necessary for Trainers (as determined by the Trainer and approved by the school's Athletic Director) to provide the athletic training services in accordance with the terms of this Agreement.

8. Duties of School. The School agrees that it will perform the following:
- A. The School will contract for and supply emergent medical and transportation services by emergency medical technicians to care for emergent medical needs including transportation of injured athletes as Trainers may direct and require.
 - B. The School will provide necessary supplies for the athletic trainers, as specified in paragraph 7 above.
 - C. The School will provide Trainers with access to the School's training room, gym, other athletic facilities and athletic equipment as available for the athletic training and therapy services and for the sports enhancement activities.
 - D. The School will pay Rehab Services an annual fee of \$15,000 less a \$3,125.00 credit for previous year (due to Covid-19 decrease in hours of coverage) or \$11,875.00 for 1,750 hours of coverage provided by Trainers which will be payable in two separate payments of \$4,375.00 payable by September 1, 2020 and a second payment of \$7,500.00 payable by February 1, 2021. There will be an additional fee of \$25.00 per hour for hours that are above the 1,750 hours annual allotment during the term of this agreement which will be payable by July 31, 2021. Hours of service provided as sports enhancement training through Rehab Services' Sports Max program which are paid privately by an individual athlete or his/her parents will not be included in the calculation of the hours of coverage.
 - E. Mileage costs will be charged to the School at \$0.50 per mile for reasonable travel requirements of Trainers to away athletic events not located on the School's premises although the School will make transportation with its athletic teams available to Trainers, to the extent the School is able to do so. Trainers who travel independently for their own convenience or schedule needs when school transportation is available to them, then same mileage costs will not be charged to the school.
 - F. The School through its Athletic Director or appropriate designee will coordinate the schedule of Trainer coverage for the various events of the school. The general assignment of the Trainers will ultimately be determined by the Athletic Director in coordination with Rehab Services and will be communicated at least thirty days in advance unless not feasible due to changes of events due to weather, tournament participation, etc. The school may utilize the services of Trainers for more than forty (40) hours per week on an as needed, as available basis.
 - G. The School will provide that its athletic director effectively communicates and coordinates with Rehab Services and the Trainers regarding the athletic events and other athletic team activities for which the services of the Trainers are requested by the School, including timely notice of any cancellations or schedule

changes with respect to such athletic events and other athletic team activities.

- H. One complimentary full-page advertisement in all athletic programs, as well as the right to display up to two banners at each covered home event and a complimentary ad on the School's athletic web page.
9. Semi-Annual Evaluations. Representatives of the School and Rehab Services shall meet at least semi-annually and at any other time either party deems it necessary in order to evaluate the athletic training program's effectiveness.
 10. Term. The term of this Agreement shall begin on the date of this Agreement and continue until the end of the 2020-2021 school year as determined by the normal school calendar.
 11. HIPAA Compliance. In performance of the various duties under this Agreement, Rehab Services, Trainers and the School will comply with all requirements of the Health Insurance Portability and Accountability Act (HIPAA), all regulations promulgated thereunder, and all applicable state privacy laws and regulations, in all material respects.
 12. Confidentiality. The School agrees not to disclose any of the terms and conditions of this Agreement to any competing provider of sports medicine services and agrees not to provide for any internal or external publication or announcement of such terms and conditions unless the School receives a public records requests for the same. The School will notify Rehab Services in writing of such request.
 13. Assignment. Rehab Services may not assign any rights or delegate any duties under this Agreement without the prior written consent of the School. Such consent shall not be unreasonably withheld.
 14. No Third-Party Beneficiaries. This Agreement is not, and shall not be construed as being, for the benefit of any person or entity not a party to this Agreement.
 15. Severability. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction or other governmental body to be invalid, void or unenforceable, the remainder of the provisions in this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
 16. Waiver of Rights. The failure of any party to insist upon strict performance of any of the provisions of this Agreement in any one or more instances or the failure of any party to take advantage of any rights hereunder shall not be construed as a waiver of any such

provisions or the relinquishment of any rights in the future but the same shall continue and remain in full force and effect.

17. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Ohio.
18. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the matters contemplated herein, and supersedes any prior or contemporaneous agreements or understandings. This Agreement may only be modified by written agreement of the parties.

WHEREUPON, this Agreement has been executed at Coldwater, Ohio, on the day and year first above written, by each of the undersigned that represent that they have full and complete authority to sign this Agreement on behalf of the party indicated with the signature.

Celina City Schools

Rehabilitative Services, Inc.

By: _____
Dr. Ken Schmiesing, Superintendent

By: _____
Robert J. Hibner, MS, PT, CEO