

## **ATHLETIC TRAINER SERVICES AGREEMENT**

This Athletic Trainer Services Agreement ("Agreement") is made by and between the William S. Hart Union High School District ("District"), and the Henry Mayo Newhall Memorial Hospital d.b.a. Henry Mayo Newhall Hospital ("Hospital"), each a "Party" and collectively, "the Parties," to provide District schools with Certified Athletic Trainers.

### **RECITALS**

**WHEREAS**, Assembly Bill 2127 mandates that student athletes who experience a suspected concussion or head trauma are prohibited from returning to play and/or practice until he/she receives clearance from a licensed health care provider;

**WHEREAS**, Assembly Bill 2127 mandates that student athletes who experience a concussion or head trauma complete a graduated "return-to-play" protocol of no less than seven (7) days under the supervision of a licensed health care provider;

**WHEREAS**, the Hospital engages Certified Athletic Trainers ("Athletic Trainers") who are skilled in the practice of preventing, recognizing, assessing, managing, treating, and reconditioning athletic injuries;

**WHEREAS**, the District engages in organized interscholastic sporting events in which District students participate;

**WHEREAS**, the Hospital is committed to developing agreements with local institutions to support its athletic programs and promote community connectedness;

**WHEREAS**, the District believes that its student athletes could benefit from the services of Athletic Trainers;

**WHEREAS**, the Hospital is prepared to use its resources and contracted staff and resources to support the District's athletic programs and promote community connectedness; and

**WHEREAS**, the District desires that the Hospital directly or through contracted staff provide athletic training services for District students during athletic activities (including practices and contests), and Hospital desires to provide such services.

**NOW, THEREFORE**, it is agreed :

1. **TERM.** The term of this written Agreement shall begin on July 1, 2018 and will terminate on June 30, 2021. This Agreement may be renewed by mutual agreement of the Parties.

2. **TERMINATION**

2.1. **Termination With Cause.** If either Party materially breaches this Agreement and does not substantially cure such default within thirty (30) days after receiving written notice of such

default, then the non-defaulting Party may terminate the agreement by providing not less than thirty (30) days prior written notice of termination to the defaulting Party.

- 2.2. Termination By Mutual Consent. This Agreement may be terminated prior to the end of the term by the Parties' mutual written agreement.

### **3. ATHLETIC TRAINER REIMBURSEMENT**

- 3.1. Retention of Athletic Trainer. The Hospital shall retain the Athletic Trainers and provide for their compensation.
- 3.2. Reimbursement. The District shall reimburse the Hospital fifty percent (50%) of the actual compensation costs for the Athletic Trainers retained by the Hospital and provided to the District for athletic training services pursuant to this Agreement. Neither party's contribution shall exceed \$330,000 annually.
- 3.3. Payment. Hospital shall invoice the District monthly for the preceding month, fifty percent (50%) of the actual compensation paid for the Athletic Trainers, plus any reasonable reimbursement costs (see section 3.4, Expenses, below) for the preceding month. The District will reimburse the Hospital within the payment terms of net 30 days upon receipt of a numbered invoice(s).
- 3.4. Expenses. Athletic Trainers shall submit reimbursement requests for expenses in accordance with the Hospital's reimbursement policies. Travel or other reasonable and necessary expenses incurred by the Athletic Trainers incurred on behalf of the District in connection with the performance of the Athletic Trainers' services shall be reimbursed by the Hospital. Such reimbursement costs shall be equally shared by the District and the Hospital.

### **4. ATHLETIC TRAINER RESPONSIBILITIES**

- 4.1. General Responsibilities. The Hospital agrees to provide the District with six (6) Athletic Trainers, until such time the District opens a seventh comprehensive high school site. The Hospital will then provide appropriate ATC coverage to the seventh school site dependent on the number of athletic participants. One Athletic Trainer will be assigned to each District high school campus to assist in the development and implementation of programs to prevent injuries to student athletes, administer first aid treatment and emergency medical care, and administer injury rehabilitation protocols for minor injuries under the direction, supervision, and review of the physicians to be determined by the Hospital. The Athletic Trainers shall complete the job responsibilities identified in the Certified Athletic Trainer Job Description Attached as Exhibit A.
- 4.2. Work Hours. During the training and competitive athletic seasons for District interscholastic sports, Athletic Trainers shall be required to provide service to the District on each instructional school day between 1:00 p.m. to 6:00 p.m. When the competitions of an interscholastic sports team require the services of the assigned school

site Athletic Trainer, the Athletic Trainer shall be required to provide services to the District after 6:00 p.m. and on non-instructional days. The school site Athletics Administrator, the Athletic Trainer, and the Hospital designee (Director of Rehab Services), shall mutually agree on the assigned work schedule. The hours for the Athletic Trainer shall average 40 hours per week, not to exceed 6 days per week.

- 4.3. Scheduling of Services. Each school site with an Athletic Trainer shall have an Athletic Administrator. The Athletic Administrator shall create and provide the Athletic Trainer with a schedule. The Athletic Trainer schedule shall consider practice schedules, and game/competition schedules, including select weekend, holiday and/or Saturday game/competitions, sport risk of injury, and out of town athletic events. All District Holiday practice/game schedules which the Athletic Trainer is required to attend must be submitted to the Athletic Trainer fourteen (14) days prior to the Holiday.
- 4.4. Coordination of Duties. During practice sessions, the Athletic Trainer will coordinate athletic training duties out of the training room at the start of each day and then will proceed to the practice areas.
- 4.5. Care of Opposing Players. In the event of an injury sustained by an opposing team player, the Athletic Trainer will provide immediate first aid injury assessment /care, and if necessary, the Athletic Trainer will follow up with a call to the opposing team coaches.
- 4.6. Referral. The Athletic Trainer will provide referral to injured athletes for additional medical intervention and treatment upon parental/guardian consent.
- 4.7. Consultation. The Athletic Trainer will consult with Hospital staff or medical physician on related issues when appropriate.
- 4.8. Oversight. Rehabilitative assessment and treatment should be provided to District students by the Athletic Trainer directly or under their supervision only when they are on District campuses unless a physician or other qualified licensed practitioner is present.

## **5. SCHOOL RESPONSIBILITY**

- 5.1. Facility. The District shall ensure each school site provides facilities for the Athletic Trainers to conduct examinations and other athletic training services, including access to a sink. When necessary, the District shall also ensure the presence of the parent, coach, or school designee during the examination and treatment of the student athlete.
- 5.2. Equipment. The District shall provide all required athletic training supplies, equipment, and equipment maintenance necessary for the Athletic Trainers to provide District students athletic training services safely and adequately. The athletic training supplies required will be determined jointly by the Athletic Trainer and Athletics Administrator at each school site.

- 5.3. Communication. The District will facilitate communication and flexibility between School, Administration, Coaches, Athletic Trainers, and Hospital. All injuries will be screened by the Athletic Trainer. If the Athletic Trainer is not present the coach must notify the Athletic Trainer regarding any injuries within 24 hours or as soon as possible.
- 5.4. Clinical Oversight. The District understands and agrees that the Athletic Trainer is supervised by clinical staff at the Hospital and that the Athletic Trainer will discuss confidential information, as appropriate, with his or her supervisor.
- 5.5. Medical Oversight. The District understands and agrees that the Athletic Trainer will have the final say over whether an injured athlete may resume competition in a practice or game situation, if a physician who is under contract with or acting on behalf of the District is not present.
- 5.6. Performance Evaluations. The Athletic Trainer will be evaluated by the Athletics Administrator at the conclusion of each year. The evaluation will be confidential and will be provided in writing to the Hospital designee (Director of Rehab Services). If at any time during the Term of this Agreement, the District has any concerns with respect to the Athletic Trainer's performance, the District shall immediately contact the Hospital designee.
- 5.7. Consent to Treatment. The District will be responsible for obtaining Authorization for Sports Medicine Services and Consent to Treatment and updated copies of physical examinations for each student participating on any sports team or who otherwise uses the services of the Athletic Trainer. Copies of such Authorization Forms and Physicals shall be placed in the student's record located in the School Nurse's office, Athletic Director's office, or the Athletic Training room, and made available to the Athletic Trainers as requested.
- 5.8. Advertisement. The District agrees to allow Hospital to place signage at Athletic venues on the High School campuses of the District and its athletic arenas. The specific type and size of the signage shall be agreed upon by the District and the Hospital. Additionally, District agrees to permit Hospital's representatives to wear clothing bearing the Hospital's logo whenever providing services under this Agreement. The District also agrees to utilize Hospital's logo on forms and any distribution of correspondence from the Athletic Trainer to athletes, coaches, and parents. The District also agrees to place advertisements in various School publications such as programs indicating that Hospital is the chosen provider of Athletic Trainers services. The content of such advertisements shall be agreed upon by District and Hospital. The District grants Hospital the right to promote the Athletic Trainer program in hospital educational and promotional material and in news releases.
- 5.9. Exclusivity. Hospital will be exclusive provider of Athletic Training and Physical Therapy Services to the District athletic and Sports Medicine programs. The District agrees that no other individuals or businesses shall be allowed to provide said services to District on campus or advertise a relationship with District athletic programs.

## **6. HOLD HARMLESS CLAUSE**

- 6.1. Hospital Indemnity Obligation. The Hospital shall defend, indemnify, and hold the District, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent that such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Hospital, its officers, employees, or agents, including the Athletic Trainers. The provisions of this Section 6.1 are not intended to supersede, but are intended to be in addition to, each Party's common law right to contribution or equitable indemnity under California law. This Section 6.1 shall not apply if such application would nullify any insurance coverage which might otherwise be available to cover the liabilities or damages for which indemnification would otherwise be sought.
- 6.2. District Indemnity Obligation. The District shall defend, indemnify and hold the Hospital, its officers, employees, and agents, including the Athletic Trainers, harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the District's performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts of omissions of the District, its officers, employees, or agents, including but not limited to the officers, employees and agents of its schools. The provisions of this Section 6.2 are not intended to supersede, but are intended to be in addition to, each Party's common law right to contribution or equitable indemnity under California law. This Section 6.2 shall not apply if such application would nullify any insurance coverage which might otherwise be available to cover the liabilities or damages for which indemnification would otherwise be sought.

## **7. INSURANCE**

- 7.1. Hospital's Insurance. The Hospital shall procure and maintain, and/or shall ensure Contracted Services procure and maintain for the duration of this Agreement, insurance with an insurer or insurers qualified to do business in the State of California against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder. The aforementioned insurance shall include coverage for:
- 7.1.1. Worker's Compensation in accordance with the laws of the State of California in the amount of at least \$1,000,000 per accident for bodily injury and disease;
- 7.1.2. Comprehensive general liability and auto liability with limits of not less than \$1,000,000 combined single limit, bodily injury and property damage liability per occurrence, and \$2,000,000 in aggregate;

8. **NOTICE** Any notice required to be given under this Agreement shall be in writing and will be deemed duly served when it is hand delivered to the addressees set out below, or when it is deposited, duly registered or certified, return receipt requested, in a United States Post Office addressed to the other party at the following addresses:

To: Henry Mayo Newhall Hospital  
Attn: Roger Seaver, President and CEO  
23845 McBean Parkway  
Valencia, CA 91355

To: William S. Hart Union High School District  
Attn: Superintendent of Schools  
21380 Centre Pointe Parkway  
Santa Clarita, CA 91350

9. **MISCELLANEOUS**

- 9.1. **Student Records.** The Hospital and Athletic Trainers shall complete appropriate District forms for all District student athletes examined and/or treated. The District will keep proper records/forms regarding injured student athletes in a secured location. The District shall facilitate the exchange of information about injured student athletes between the Athletic Trainers and the District. The Hospital Designee and/or the Athletic Trainers will gather data from these records for the purposes of evaluating the effectiveness and quality of the program.. Hospital and all contracted staff agree to comply with all sections of the Education Code pertaining to the confidentiality of student records and to all applicable provisions of the Federal Educational Rights and Privacy Act ("FERPA").
- 9.2. **Regulatory Requirements.** The Parties expressly agree that nothing contained in this Agreement shall require District or District's representatives to refer or to admit any patients to, or order any goods or services from Hospital. Notwithstanding any unanticipated effect of any provision of this Agreement, neither Party will knowingly or intentionally conduct itself in such manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs (42 U.S.C. Section 1320a-7b).
- 9.3. **Assignment.** The Hospital will not assign or transfer its rights, duties, or obligations under this Agreement without the prior written consent of the District. The District will not assign or transfer any or all of its rights, duties, or obligations under this Agreement without prior written consent of the Hospital.
- 9.4. **Governing Law and Venue.** This Agreement shall be construed and enforced under the laws of the State of California, and venue shall lie in Los Angeles County.

- 9.5. Entire Agreement. This Agreement contains the entire understanding between the Parties regarding the matters referred to herein and supersedes all prior agreements, either oral or written with respect to the subject matter hereof.
- 9.6. Independent Relationship. It is mutually understood and agreed that the Hospital and the District, in performing their respective duties and obligations under this Agreement, are at all times acting and performing as independent contractors with respect to each other, and nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship or a joint venture relationship between the Parties.
- 9.7. HIPAA Requirements. The Parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified in 42 U.S.C. Section 1320d ("HIPAA") and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations in 45 C.F.R. Parts 160-164 ("Federal Privacy Regulations"), the federal security standards in 45 C.F.R. Part 142 ("Federal Security Regulations"), and the federal standards for electronic transactions in 45 C.F.R. Parts 160 and 162, all collectively referred to as "HIPAA Requirements". The Parties agree not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 45 C.F.R. Section 1320d), other than as permitted by the HIPAA Requirements and this Agreement. The Parties agree to make their internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulation. In addition, the Parties agree to comply with any state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic and transaction code sets pertaining to, information related to patients.
- 9.8. Attorney's Fees. If any action is brought by either Party against the other Party hereunder, each Party shall be responsible for its own expenses, including legal and accounting fees, for the prosecution or defense of such action.
- 9.9. Licenses and Permits. It shall be the sole responsibility of the Hospital to obtain any needed business licenses, certificates, or permits to conduct business to meet the terms of this Agreement.
- 9.10. District's Right of Retention. To the extent permitted by law, the District shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic, or other reproductions of any kind produced as part of or resulting from this Agreement and no other uses thereof will be permitted except by permission of the District.
- 9.11. Fingerprinting. All Athletic Trainers, and anyone providing services under this Agreement, including employees of the Hospital who have more than limited contact with District students, as solely determined by the District, shall be required to submit for fingerprinting and clearance as required by the Education Code and District policy

before performing any service pursuant to this Agreement or coming into contact with District students.

- 9.12. Anti-Discrimination. It is the District's policy that there be no unlawful discrimination against any employee engaged in their work because of race, color, sex, ancestry, national origin, religious creed or sexual orientation. The Hospital agrees that it will not discriminate against any individual based on race, color, sex, ancestry, national origin, religious creed or sexual orientation in conformity with state and federal laws.
- 9.13. Construction of Agreement. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the internal laws of the State of California. The Parties agree that the terms and provisions of this Agreement embody their mutual intent and agreement and that they are not to be construed more liberally in favor or, nor more strictly against, any Party hereto.
- 9.14. Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal, or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the Parties.
- 9.15. Captions. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.
- 9.16. Waiver of Provisions. Any waiver of any terms and conditions hereby must be in writing and signed by the Parties. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms and conditions hereof.
- 9.17. Force Majeure. Neither Party shall be liable nor deemed to be in default for any delay or failure in performance under the Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from Acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions by Hospital's personnel, or any similar or dissimilar cause beyond the reasonable control of either party. However, both Parties shall make good faith efforts to perform under this Agreement in the event of any such circumstance.
- 9.18. Change in Law. If a change in state or federal law, statute, regulation or enforcement, or same materially affects this Agreement, the Parties agree to negotiate immediately, in good faith, any necessary or appropriate amendment(s) to the terms of this Agreement. If the Parties fail to reach a mutually agreeable amendment within thirty (30) days of such negotiation period, this Agreement shall terminate at the end of such thirty (30) day period.
- 9.19. Third Parties. This Agreement is not intended and shall not be construed to create any rights for any third party.



9.20. Amendments. This Agreement may be amended or modified only in a written document signed by both Hospital and District.

9.21. Exhibits. All Exhibits referred to herein are hereby incorporated herein. If any provision of this Agreement conflicts with any Exhibit to this Agreement, the Exhibit shall control with respect to the subject matter of such Exhibit.

9.22. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

The signatures below are the representatives of both the District and the Hospital.

**HENRY MAYO NEWHALL HOSPITAL**

Roger Seaver, President and CEO

\_\_\_\_\_  
Signature

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

**WILLIAM S. HART UNION HIGH SCHOOL DISTRICT**

Vicki Engbrecht, Superintendent

\_\_\_\_\_  
Signature

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