

Certified Athletic Trainer Agreement for Services 2016 – 2017

This Agreement for Services ("Agreement") is entered into by and between Marin General Hospital, a California nonprofit public benefit corporation ("**Hospital**"), and San Rafael & Terra Linda High School Athletics, San Rafael & Terra Linda Athletic Boosters & San Rafael City Schools. ("**Contractor**"). In consideration of the mutual promises made in this Agreement, the parties agree as follows.

SERVICES

1. A NATA Certified Athletic Trainer employed by the Hospital will be available to provide training services to the Contractor on a regularly scheduled basis.
2. The agreed upon services will include evaluation and treatment of injuries sustained by the Contractor's students during school athletic events, application of first aid and recommendation for exercise or physical measures for minor injuries under the direction, supervision and review of Orthopedic/Sport Medicine Medical Directors.
3. The Athletic Trainer will be responsible for the athletic training facility while there, including opening and closing. The Athletic Trainer will also advise the school on inventory status, requisitioning of supplies (i.e., tape, pre-wrap, etc.), and or facility management.
4. The Athletic Trainer will keep accurate records on an injury tacking software of all athletic injuries reported by school students as occurring during school athletic events and all rehabilitation procedures administered by Athletic Trainer. The Athletic Trainer will also prepare reports on all athletic injuries sustained by school students during school events for the nursing and athletic offices as may be requested. The Certified Athletic Trainer shall comply with all school policies regarding confidentiality of information and records.
5. In cooperation with the Athletic Director and staff, the Athletic Trainer will develop and distribute to Athletic Director, Nurse, Coaches and Sports Medicine Medical Director, the following information: location of emergency phone and phone numbers.
6. Inspect and take inventory of all team medical kits prior to the beginning of each season.
7. Provide coordination between injured athletes, coaching staff, and team or family physician.
8. The Athletic Trainer shall report directly to the Hospital's Wellness Programs Management and Orthopedic Sports Medicine Medical Directors and shall work with Athletic Director or his/her designee in terms of administering services to student athletes.
9. The Athletic Trainer will develop and distribute emergency procedures and emergency phone numbers.

San Rafael High School

1. Services to begin on August 8, 2016 and concluding no later than June 3, 2017 or when the last San Rafael athletic competition has been completed but no sooner than May 5, 2017.
2. The Athletic Trainer will attend all away Football games.
3. Basic days of service to be Monday through Friday.
4. Basic service week to be a minimum of five hours per day and twenty-five (25) hours per week.
5. Basic hours of service, when school is in session, shall be from 2:30 PM until 7:30 PM.
6. San Rafael Athletics reserves the right to adjust the basic hours of service if notice is given, in writing, no less than two (2) days prior to the practice or event which requires service.
7. Basic hours of services will be adjusted during breaks or calendared holidays when San Rafael athletes are practicing or competing with a minimum notice of seven (7) working days prior to the start date of the holiday.
8. Attend all designated Saturday events; approximately twenty-five (25) days.
9. The Athletic Trainer will travel and provide services to any San Rafael Athletic Team engaged in Marin County Athletic League, North Coast Section or California Interscholastic playoff events as requested by San Rafael Athletics.
10. Athletic Training services will be provide for any MCAL, NCS or CIF playoff event held at San Rafael High School. If direct payment is offered by these named organizations the CAT may negotiate their rate for services directly with MCAL, NCS or CIF.
11. The Provider shall monitor, maintain and re-purpose an impact alert system assigned to San Rafael High School athletes per the agreement reached with the supplier of the impact monitoring devices.
12. During the terms of this agreement the Hospital understands that the total compensation shall not exceed \$46,000.
13. The rate of pay is \$30 per hour for weekdays and \$40 per hour for weekends.

Terra Linda High School

1. Services to begin on August 8, 2016 and concluding no later than June 3, 2017 or when the last Terra Linda athletic competition has been completed but no sooner than May 5, 2017.
2. Service will be offered five (5) days per week.
3. Basic service week to be thirty (30) hours per week with a schedule agreed upon at the discretion of the Athletic Director and Athletic Trainer.

4. Terra Linda Athletics reserves the right to adjust the basic hours of service if notice is given, in writing, no less than two (2) days prior to the practice or event which requires service.
5. Basic hours of services will be adjusted during breaks or calendared holidays when Terra Linda athletes are practicing or competing with a minimum notice of seven (7) working days prior to the start date of the holiday.
6. The Provider will travel and provide services to any Terra Linda Athletic Team engaged in Marin County Athletic League, North Coast Section or California Interscholastic playoff events as requested by Terra Linda Athletics.
7. Athletic Training services will be provide for any MCAL, NCS or CIF playoff event held at Terra Linda High School. If direct payment is offered by these named organizations the CAT may negotiate their rate for services directly with MCAL, NCS or CIF.
8. During the terms of this agreement the Hospital understands that the total compensation shall not exceed \$46,000.
9. The rate of pay is \$30 per hour for weekday and \$40 per hour for weekends.

DUTIES AND RESPONSIBILITIES OF SCHOOLS

1. San Rafael and Terra Linda Athletics will be responsible for all athletic training and first aid supplies.
2. San Rafael and Terra Linda Athletics will be responsible for all facilities to house the Athletic Trainer.
3. San Rafael and Terra Linda Athletics will be responsible for all basic athletic training equipment.
4. San Rafael and Terra Linda Athletics, the San Rafael and Terra Linda Athletic Boosters or the San Rafael City Schools will be responsible for providing internet and email access for the Athletic Trainer.
5. San Rafael and Terra Linda Athletics will be responsible for supplying the Athletic Trainer with reasonable protection from harsh weather conditions.
6. San Rafael Athletics and Terra Linda, the San Rafael and Terra Linda Athletic Boosters or the San Rafael City Schools will be responsible for providing a safe work environment for the Athletic Trainer.
7. San Rafael Athletics and Terra Linda, the San Rafael and Terra Linda Athletic Boosters or the San Rafael City Schools does not assume responsibility for any employee benefits.
8. San Rafael Athletics and Terra Linda, the San Rafael and Terra Linda Athletic Boosters or the San Rafael City Schools does not assume responsibility for any employee medical, dental or vision insurance.

9. San Rafael and Terra Linda Athletics, the San Rafael and Terra Linda Athletic Boosters or the San Rafael City Schools does not assume the responsibility of providing workers compensation insurance.
10. San Rafael and Terra Linda Athletics, the San Rafael and Terra Linda Athletic Boosters or the San Rafael City Schools does not assume the responsibility for any employee liability insurance.
11. San Rafael and Terra Linda Athletics, the San Rafael and Terra Linda Athletic Boosters or the San Rafael City Schools does not assume responsibility for any unemployment compensation or insurance.
12. San Rafael and Terra Linda Athletics, the San Rafael and Terra Linda Athletic Boosters or the San Rafael City Schools does not assume responsibility for any sexual harassment insurance.
13. San Rafael and Terra Linda Athletics, the San Rafael and Terra Linda Athletic Boosters or the San Rafael City Schools does not assume responsibility for any tax reporting requirements.
14. San Rafael and Terra Linda Athletics, the San Rafael and Terra Linda Athletic Boosters or the San Rafael City Schools does not assume responsibility for any retirement contributions.
15. San Rafael and Terra Linda Athletics, the San Rafael and Terra Linda Athletic Boosters or the San Rafael City Schools does not assume responsibility for any Social Security contributions.
16. San Rafael and Terra Linda High School, the San Rafael Athletic Boosters or the San Rafael City Schools does not assume the responsibility for transporting the Athletic Trainer to events unless transportation is provided for the competing team.
17. San Rafael City Schools will make all of the payments for both San Rafael and Terra Linda High School. San Rafael and Terra Linda Athletic Boosters will deposit their portion with the district. The district will process payment at the end of the month.
18. Parents of all minor athletes must complete the Authorization for Certified Athletic Trainer Services and Consent to Treatment, attached hereto as Exhibit A, and return same to Hospital prior to the start of Services.

PAYMENT

1. Payment. Payment terms are net 30 days from date of Marin General Hospital receipt of invoice. In the event that any invoiced amount is disputed in good faith by Hospital the Hospital shall deliver written notice of such disputed amount to Contractor within thirty (30) days of the date of the invoice and such notice shall toll Hospital's payment obligation until resolution of the dispute as described herein. Upon receipt of written notice of a billing dispute, Contractor shall promptly deliver to Hospital any backup or other information reasonably necessary to support the correctness of any disputed amount.

Hospital shall have fifteen (15) days ("**Hospital Review Period**") to examine such information and shall pay all portions of such disputed amount which have been substantiated by such information. In the event the Parties are unable to resolve any remaining disputed amount within fifteen (15) days after the end of the Hospital Review Period, either Party may explore any remedies available to it.

TERM AND INDEMNITY

1. **Term of Agreement.** This Agreement shall commence as of the effective date of June 3, 2016 and shall term no later than June 3, 2017 or when the last Terra Linda athletic competition has been completed but no sooner than May 5, 2017, unless sooner terminated as follows:
2. **Termination Without Cause.** Either party, at any time during the term of this Agreement and for any reason, may terminate this Agreement or any purchase order upon giving the other party thirty (30) days prior written notice. Termination of this Agreement shall not act as a waiver of, or as a release from liability for, any breach of this Agreement. Termination or expiration of this Agreement shall not affect or negate any obligation of either party to the other arising prior to the date of such termination or expiration.
3. **Termination for Cause.** Either party may terminate this Agreement upon written notice to the other party (the Breaching Party) if the Breaching Party (a) is in material breach of any provision of this Agreement and such breach adversely impacts the rights and benefits of the non-breaching party under this Agreement and (b) the Breaching Party has failed to cure such breach within thirty (30) calendar days after receiving written notice from the non-Breaching Party reasonably describing the breach.
4. **Indemnification.** Each party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other party and its officers, directors, trustees, and employees from and against any claim, demand, liability, loss, judgment, settlement, suit, action, cost or expense, including reasonable attorneys' fees, arising out of or incident to: (i) the negligent or intentional acts or omissions of the Indemnifying Party, its officers, directors or employees in connection with this Agreement; and (ii) the use or provision of Products that involves any acts or omissions of the Provider for which strict or products liability may be alleged.
5. **Medicare/Medicaid.** Each party represents that to its knowledge it and its employees and agents are not currently, nor have they ever been, under investigation by any governmental authority with respect to any matter that could give rise to suspension or debarment under any federal or state health care program or to criminal liability and has no reason to believe that there are any bases for such investigations. Each Party shall immediately notify the other party if it believes that it or any of its employees or agents is subject to government investigation. In addition, Each party represents that it and its employees and agents have no prior convictions for a health care related offense and are not currently suspended or debarred from participating in any federal or state health care program.
6. **Insurance.** Each party agrees to maintain a policy of comprehensive commercial general liability insurance with coverage of at least one million dollars (\$1,000,000) per

occurrence and three million dollars (\$3,000,000) in the annual aggregate; (b) workers' compensation insurance as required by applicable state law and employers' liability insurance; (c) professional liability insurance with coverage of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the annual aggregate. Notwithstanding subsection (b) above, because workers' compensation coverage does not extend to owners of companies, including sole proprietors, Each party retains responsibility for any work-related/on-the job injuries.

7. **Dispute Resolution.** If the parties cannot resolve a dispute between them relating to this Agreement after using good faith efforts to resolve the dispute informally, the parties shall submit the dispute to binding arbitration in accordance with the then prevailing Commercial Arbitration Rules of JAMS/Endispute. The parties shall bear the arbitrator's fees and expenses equally. The place of arbitration shall be the County of Marin, California. Judgment upon the award may be entered and enforced in the appropriate state or federal court sitting in the county where arbitration is located.
8. **Amendments.** This Agreement may be amended only by a writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date below to be effective as of the Effective Date.



San Rafael High School, Principal

8/25/16

Date



San Rafael High School, Athletic Director

8/25/16

Date



San Rafael High School Booster Club President

8/26/16

Date

Terra Linda High School, Principal

Date

Terra Linda High School, Athletic Director

Date

Terra Linda High School Booster Club President

Date

San Rafael City Schools

Date

Marin General Hospital

Date