

## UPMC SPORTS MEDICINE

### ATHLETIC TRAINING & MEDICAL SERVICES AGREEMENT

THIS ATHLETIC TRAINING & MEDICAL SERVICES AGREEMENT (“Agreement”) is made and entered as of the 15 day of June, 2020 (“Effective Date”) between UPMC Sports Medicine, a division of UPMC Presbyterian Shadyside (“UPMCSM”), Regional Health System (“RHS”), RHS and UPMCSM collectively referred to herein as “UPMC”) and Wattsburg Area School District (the “School”), (the School, RHS and UPMCSM each sometimes referred to herein as a “Party” and collectively the “Parties”);

WHEREAS, the School desires that UPMCSM AT Services (as defined herein);

WHEREAS, as part and parcel with AT Services, the School desires that RHS provide Medical Services (as defined herein, with Medical Services and AT Services combined, herein referred to as “Services”); and

WHEREAS, the School, RHS and UPMCSM now wish to enter into a written agreement setting forth the terms and conditions for the provision and purchase of Services.

NOW, THEREFORE in consideration of the mutual promises set forth herein and intending to be legally bound, the Parties agree as follows:

#### 1. **Term of Agreement.**

- a. **Term.** The term of this 5-year Agreement shall begin on July 1, 2020 (“Commencement Date”) and conclude on June 30, 2025 (the “Term”).
- b. **Renewal Term(s).** At the end of the Term, the Parties may renew the Agreement for additional term(s) by entering into a new agreement and/or amendment of this Agreement; provided, however, the Parties agree to discuss the terms of the new agreement/amendment at least ninety (90) days prior to the expiration of this Agreement and the Parties agree that any new agreement/amendment shall be executed at least thirty (30) days prior to the expiration of this Agreement to allow UPMC to ensure adequate staffing for Services provided in a subsequent term.
- c. **Right of First Refusal.** If the School receives a bona fide offer from a third party to procure services similar to either the Medical Services and/or AT Services offered hereunder at any time during the Term (“Third Party Services”), then prior to engaging such third party to provide the Third Party Services, the School shall notify UPMC in writing of the terms on which such third party has offered to provide the Third Party Services (the “ROFR Notice”). For thirty (30) days following UPMC’s receipt of such notice, UPMC shall have the option to elect to

provide the Third Party Services to the School on the terms stated in the ROFR Notice. If UPMC elects to provide the Third Party Services to the School, then the School and UPMC agree to enter into a written services agreement with respect to such services to be effective upon the expiration of this Agreement.

## 2. Termination of Agreement.

- a. Either UPMC or the School may terminate this Agreement based upon a material breach of the other's obligations under the terms of this Agreement. The terminating party shall so notify the other party in writing pursuant to Section 12 (which notice shall specify the breach claimed) and termination shall become effective thirty (30) calendar days after receipt of such written notice; provided, however, the alleged breaching party shall have such thirty (30) day period to cure the specified breach and cure (or for matters that cannot be fully cured within such time, commenced and continued to diligently pursue appropriate corrective action) shall nullify such termination.
- b. Notwithstanding anything to the contrary contained herein, if this Agreement is terminated without cause by the School prior to the expiration of the Term, the School shall pay, as liquidated damages and not as a penalty, 50% of the annual price for Services allotted for the final academic year of the Term; provided, however, if the School elects such without cause termination within the six (6) months of the expiration of the Term, the School shall instead pay a pro rata amount for the number of months between the date of termination and the expiration of the Term. For the avoidance of doubt and as an example, if the Agreement is for two (2) academic years, with year one priced at \$1000 and year 2 priced at \$1500, the liquidated damages owed would be  $\$1500/2=750$ ; if the School terminates without cause in month nine (9) of year 2 (i.e. with three months remaining in the Term), the liquidated damages owed would be  $(\$1500/12) \times 3 = \$375$ .

## 3. Pricing and Payment Terms.

- a. Pricing. The School agrees to pay UPMC for the Services on an annual basis in accordance with the Pricing Schedule attached hereto and made a part hereof as Attachment A.
- b. Quarterly Invoices. UPMC shall invoice the School quarterly for annual fees owed. All invoices shall be paid net forty-five (45) days from receipt.

- c. Travel. The School agrees that any request by the School (be it in connection with Services or Elected Services) that requires (i) travel by the Athletic Trainer and/or the Trainee to away games and any other off-School-site locations (ii) that requires the Athletic Trainer and/or the Trainee to use his/her personal vehicle is an actual out-of-pocket cost that UPMC may elect to collect from the School at its sole discretion pursuant to a separate invoice issued to the School. The Parties agree that such reimbursement will be for total mileage at the current IRS mileage rate and travel expenses including parking and tolls.

#### 4. **Defined Terms.**

While some terms are defined elsewhere in this Agreement, the following terms shall have the following definitions:

- a. “Student-Athletes” as used herein shall refer to any School student enrolled in the Sports listed on Attachment B.
- b. “Serviced Sports” are those sports listed on Attachment B which shall receive all AT Services.
- c. “Evaluated Sports” are those sports for which the Athletic Trainer and/or Trainee will only be expected to evaluate injured Student-Athletes and recommend a plan of care, it being understood that Student-Athletes in Evaluated Sports shall be provided these limited Services but not all Services.
- d. “Sports” shall refer to both Serviced Sports and Evaluated Sports collectively.
- e. “Athletic Director” shall refer to the main School-designated contact person within the Athletic Department of the School.

#### 5. **Medical Services**

- a. Physician Services. The services set forth in Attachment C shall be provided by RHS (“Physician Services”). This Attachment C will designate specific Events to be addressed by Physician Services.
- b. Physician. Physician Services will be provided by attending physicians with an unrestricted license to practice in Pennsylvania (the “Physician”). The term “Physician” as used herein shall refer to any physician as described in this Section 5(b) assigned by RHS to provide Physician Services to the Organization pursuant

to this Agreement and shall not refer to a Trainee as defined in Section 5(d) below.

- c. Neuropsychologists. Certain Physician Services may also be provided by RHS psychologists, who are licensed without restriction and are not currently the subjects of disciplinary proceedings before the State Board of Psychology, and who specialize in neuropsychology (“Neuropsychologists”).
- d. Trainee. The Physician may work with a primary care sports medicine fellow or with an orthopedic surgery fellow or resident (each fellow or resident being a “Trainee”), to furnish some of the Physician Services pursuant to this Agreement, consistent with standards and rules applicable to the Trainee. A Trainee is supervised by and reports to faculty physician(s) and/or the Physician, who are immediately available on an as-needed basis via at least one of the following modes: phone call, email, and/or other electronic means.

#### 6. **Athletic Trainer Services.**

- a. AT Services. The Athletic Trainer shall provide those certain athletic training services (collectively “AT Services”) as generally set forth in Subchapter H issued under Section 51.1 of the Medical Practice Act of 1985 (63 P. S. § 422.51a(d)); amended under Sections 8 and 51.1(d) of the Medical Practice Act of 1985 (63 P. S. § § 422.8 and 422.51a(d)). The term “Athletic Trainer” as used herein shall refer to any athletic trainer assigned by UPMCSM to provide AT Services to the School pursuant to this Agreement. The School acknowledges and agrees that UPMCSM has recommended the number of athletic trainers appropriate for the School’s needs and that the School has the final authority to determine the number of Athletic Trainers to be provided pursuant to this Agreement; the number of agreed-to Athletic Trainers is set forth on Attachment A.
- b. Sports Covered by AT Services. The Athletic Trainer shall provide AT Services to Student-Athletes who participate in Serviced Sports”; provided, however, that the School may elect to engage the Athletic Trainer for Evaluated Sports for which the Athletic Trainer will be expected to only evaluate injured Student-Athletes and recommend a plan of care. The Sports covered by AT Services at home and away locations is set forth in Attachment D; provided, however, the Parties understand and agree that the Athletic Director and the Athletic Trainer will mutually agree as to which Sport and/or Sport event the Athletic Trainer shall provide AT Services on any given day. The Athletic Trainer agrees to be

generally available for assignment by the Athletic Director as set forth in Attachment D; provided, in the event of conflicting events between Sports, the Athletic Trainer shall be assigned to a specific Sport event upon the mutual agreement of the Athletic Trainer and the Athletic Director.

- c. Neurocognitive Baseline Testing. The Athletic Trainer will be available to coordinate and implement neurocognitive baseline testing with the support of the Athletic Director and other necessary personnel from the School. The environment for administration of testing shall conform to UPMC standards. In addition, the Athletic Trainer will arrange for testing on an as needed basis for limited contact and noncontact Sport teams covered under this Agreement. All baseline testing as above identified shall be without additional cost to the School or Student-Athlete. School students involved in sports not covered under this Agreement will be provided an opportunity to be tested by the UPMC Concussion Outreach Program at a separate, additional cost to the institution, organization or the Student Athlete. A UPMC Sports Medicine Concussion Program Neuropsychologist will be available for consultation and shall be consulted by the Athletic Trainer as necessary or appropriate. The Parties acknowledge that the ImPACT® baseline testing provided by UPMC is not intended to prevent, diagnose or treat a concussion and is not to be administered following a possible concussion. Based on recommendations from ImPACT® and the UPMC Sports Concussion Program, UPMC advises bi-yearly testing for contact sport athletes (See Table 1 attached hereto), whereas normative data can be used for all Sports covered under this Agreement.
- d. Medical or Other Equipment. The Athletic Trainer will identify and report to the School any known malfunction or identified problem with any medical or other equipment owned or provided by the School and used for the care and treatment of Student-Athletes at the School. Once a malfunction is reported, the Athletic Trainer will not operate any reported equipment until the unit in question is repaired/replaced. The School shall provide written documentation to the Athletic Trainer as to any equipment repaired by or on behalf of the School. Other than the previously stated reporting obligation, UPMC shall have no obligation or liability with respect to personal injury, death or property damage caused by equipment owned or provided by the School and the School shall indemnify and hold harmless UPMC with respect to any such liability pursuant to Section 14(b) of this Agreement.
- e. Medical Supply Orders. The Athletic Trainer will be available to assist the School with inventory, budget, and ordering of athletic training capital and medical

supply items for the current and following academic year for Sports. This function will be coordinated with the Athletic Director. Funding of this budget shall be the obligation of the School.

- f. Conditioning Programs. The Athletic Trainer will be available to consult with the School regarding the pre-season, in-season, and off-season conditioning programs for Sports as well as planning for practice sessions and other activities related to Student-Athletes at the School.
- g. Equipment Selection and Fitting. The Athletic Trainer will be available to consult with the School regarding equipment selection and fitting for Student-Athletes at the School.
- h. Standard Operating Procedures and Emergency Action Plan. The Athletic Trainer will be available to assist with the development, implementation and revision of Standard Operating Procedures (“SOP”) and an Emergency Action Plan (“EAP”) for all athletic facilities within the School. These standing orders and action plan will be reviewed on a yearly basis by both the Athletic Trainer and the School. It is recommended that the SOP and EAP be distributed to all relevant personnel including coaches, administrators and nurses within the School.
- i. Injury Action Plan. In the event of an injury of a Student-Athlete, upon request, the Athletic Trainer will assist the Student-Athlete and his/her parent/guardian in formulating or recommending a plan of care and coordinate access to medical care from the Physician or Trainee or provider of the parent/guardian's and/or Student-Athlete's choice. It will be the responsibility of the Student-Athlete and/or parent/guardian to determine that the Student-Athlete's medical insurance is accepted by the Student-Athlete's medical provider of choice including a choice of the Trainee.
- j. Fast Track Scheduling for Preferred Customers. If the Student-Athlete's medical insurance is accepted by UPMC, the Student-Athlete will be entitled to fast track scheduling as a “Preferred Customer” at UPMC Hamot Sports Medicine, the UPMC Lemieux Sports Complex and UPMC Children's Hospital facilities. UPMC will work with the School and Student-Athletes to schedule at such locations that are convenient and have timely availability.

## **7. Limitations on Provision of Services.**

- a. Healthcare for Non-Contracted Schools. In the event that the school or organization competing with the School does not provide its own athletic trainer

and/or medical care for its students and a student-athlete from that competing school or organization is injured or expresses a need for treatment at a Sport at which the Athletic Trainer, Physician and/or Trainee is present, the Parties agree that the Athletic Trainer, Physician and/or Trainee shall be obligated to evaluate injured student-athlete and recommend a plan of care and such treatment shall be deemed part of the Services provided hereunder.

- b. Unable to Provide Athletic Healthcare. In the event that the Athletic Trainer, Physician and/or Trainee is unable to provide Services for a certain scheduled event or day due to events beyond his or her control, UPMC will make commercially reasonable efforts to provide coverage by substitute Athletic Trainer and/or Trainee who will be qualified and provide the Services. If no substitute is available, the Parties understand and agree that such individual non-covered events shall not entitle the School to compensation or reimbursement hereunder.
- c. Out of Season/Extra. The School further agrees that UPMC will not be required to render Services to “out of season” Sports unless such practice times coincide with “in season” Sports having practices or scheduled competitions. If concurrent Sports are being played, the School will have the option of obtaining the AT Services rendered by an additional athletic trainer (based on availability) at a rate of forty dollars (\$40.00) per hour. Any additional athletic trainer coverage desired by the School for games, events or practices shall initially be requested by the School at least two (2) weeks in advance.

#### 8. **Elective Services.**

- a. School Elective Service. The School may, in its sole and absolute discretion, elect to engage UPMC to provide any of the following services (“School Elective Services”) which shall be governed by the terms and conditions of this Agreement provided that UPMC receives notice of this election pursuant to Section 12 herein; provided however, the School acknowledges and agrees that the School Elected Services are not part of the Services provided hereunder and thus the School may be billed outside of the Pricing Schedule for each School Elected Services selected by the School.
  - i. Sports Performance Training;
  - ii. Sports Dietitian;
  - iii. UPMC Concussion Outreach Program
  - iv. UPMC Sports Medicine Concussion Program

- b. UPMC Elective Service. UPMC may, in its sole and absolute discretion, elect to provide any of the following services (“UPMC Elective Services”) which shall be governed by the terms and conditions of this Agreement but shall not be considered to be part of the “Services.” UPMC may opt in or out of participation in any UPMC Elective Services at its discretion. UPMC’s indemnity obligations regarding UPMC Elective Services shall apply only for the actions of the Student Aides to the extent (and during the time period when) the Student Aide is working under the direct supervision of the Athletic Trainer and beyond this time frame; UPMC shall not be responsible in any other respect for the actions of the Student Aides (students shadowing Athletic Trainers pursuant to Section 8(b)(i) and 8(b)(ii) are “Student Aides”).
- i. Secondary School Student Aide Program. Secondary school student aide program at the School for the training of students interested in athletic training pursuant to the guidelines set forth for such programs by the National Athletic Trainers’ Association; and
  - ii. Clinical Preceptor. The Athletic Trainer may participate in the role of clinical preceptor (which allows college/university athletic training students the opportunity to complete their clinical rotation during the academic year by providing supervised athletic training services at the School at no additional cost to the School) so long as UPMC and the college/university supplying such students have entered into an agreement for such.
9. **Marketing and Branding Assets.** The School will provide certain marketing and branding assets to UPMC and “UPMC Sports Medicine” as set forth below, the value of which is reasonably equivalent to the difference between the reimbursements to UPMC provided for in Section 3 and the arms-length value of Services to be furnished hereunder. The specific marking and branding assets are listed in Attachment E.
10. **Covenants of UPMC.**
- a. Qualifications of Providers
    - i. Athletic Training Services: The Athletic Trainer providing AT Services to the School will have (or will be in as of the Commencement Date diligently pursuing) received certification by the Board of Certification, Inc. and licensure from the Commonwealth of Pennsylvania. In addition, the Athletic Trainer will have completed (or will be in the process of



completing) the training requirements of the Child Protective Services Law and a PA Criminal Background Check, PA Child Abuse History and PA FBI Clearance. Copies of all documentation will be forwarded to the School upon request.

- ii. Physician Services: The Physician has an unrestricted license to practice in Pennsylvania and is not currently the subject of disciplinary proceedings before the State Board of Medicine or Osteopathic Medicine, and who specialize in primary care sports medicine or orthopaedic surgery. A Trainee is supervised by and reports to faculty physician(s) and/or the Physician, who are immediately available on an as-needed basis via at least one of the following modes: phone call, email, and/or other electronic means.
  - iii. Medical Services: A Trainee is supervised by and reports to faculty physician(s), who are immediately available on an as-needed basis via at least one of the following modes: phone call, email, and/or other electronic means.
- b. Scope of Practice of Athletic Trainers. At all times, the Athletic Trainer will act within the scope of practice permitted by his/her education and training as set forth in the regulations at 49 Pa. Code § 18.501 et seq. under the Medical Practice Act of 1985, 63 P.S. § 422.1 et seq. and/or the Osteopathic Medical Practice Act, 63 P.S. §271.1 et seq. and as further delineated in the Athletic Training Standards of Practice and the Athletic Training Practice Domains for the Athletic Trainer (BOC): [www.bocatc.org](http://www.bocatc.org). In addition, the Athletic Trainer providing AT Services will work under the direction of the supervising physician who shall be readily available for consultation and shall be consulted by the Athletic Trainer as necessary or appropriate. The recommendations of the Athletic Trainer concerning a Student-Athlete's injury are advisory in nature and it is recommended that the Student Athlete follow-up with the Trainee and/or the physician of his/her choice regarding any injuries.
- c. Confidential Medical Records. UPMC will maintain confidential written paper and/or electronic medical records of all injuries/illnesses that are reported to, evaluated and/or treated by the Athletic Trainer, Physician and/or Trainee. Such reports will be treated as confidential by UPMC and the School and each will maintain such confidentiality in accordance with all legal and regulatory requirements and their respective policies. Copies of the Student-Athlete's medical report will be provided to designated School administrator provision to

UPMC of a completed and properly executed “Authorization for Release of Protected Health Information” form.

- d. School Related Policy & Procedure. While on the School’s premises, the Athletic Trainer, Physician and/or Trainee shall comply with all the School policies which are previously provided to them in writing, including, without limitation, those proscribing the use or possession of alcohol, tobacco or weapons on the School premises.

## 11. Covenants of the School.

- a. Forms and Information. Pursuant to Pennsylvania law, the School agrees that it will be responsible for distribution, collection and submission of (i) the Interscholastic Athletic Opportunities Disclosure Form to the Pennsylvania Department of Education (“PDE”) and (ii) all forms, and information required under Pennsylvania law or by the PDE. In addition, the School shall be responsible for the provision to UPMC or the Athletic Trainer of a completed (x) “Authorization for Release of Protected Health Information” form and (y) Consent for Treatment, Payment and Health Care Operations ((x) and (y) forms referred to as “Consent Forms”), both of which will be signed by the parent/guardian for each Student-Athletes.
- b. Pre-Participation Physicals. PIAA by-laws specify that prior to any student participating in practices, inter-school practices, scrimmages, and/or contests, at any PIAA member school in any school year, Student-Athletes are required to complete a Comprehensive Initial Pre-Participation Physical Evaluation (“CIPPE”). The School understands and agrees to the following guidelines with regard to CIPPE forms:
  - i. The School will assume the responsibility to educate the parents/guardians of Student-Athletes on procedures regarding obtaining and returning CIPPE forms;
  - ii. The School will be responsible for the distribution and collection of such CIPPE forms;
  - iii. The School will be responsible to assure CIPPE forms have all required information completed;
  - iv. The School will be responsible for determining Student-Athlete eligibility and informing the Athletic Director, Student-Athletes and the parents/guardians of Student-Athletes of eligible and ineligible Student-Athletes;

- v. The School will permit UPMC to include Consent Forms as part of the pre-participation physical packet or distribute Consent Forms as part of the pre-participation physical (if applicable hereunder); the School agrees to be amenable to listing Consent Forms on the School's website to facilitate completion by the parents/guardians of Student-Athletes;
  - vi. UPMC will not be held responsible or liable if the aforementioned forms are not submitted prior to established deadlines and ineligible Student-Athletes participate in inter-school practices, scrimmages, and/or contests.
- c. Written Practice/Game Schedules. The School will provide in advance a written schedule of the dates and times of each team's schedules to UPMC. Changes in the scheduling of practices and/or competitions will be made with reasonable advanced notice and coverage will be mutually agreed upon by UPMC and the School based upon the availability of staff at UPMC. In the event that the Athletic Trainer is not available to provide AT Services or if the School has concurrent events to be covered, the School may not use non-UPMC personnel in such situations without prior UPMC approval, which shall be provided at UPMC's discretion.
- d. Clinical Space. The School will provide the Athletic Trainer, Physician and/or Trainee a designated and appropriately marked clinical space for the provision of the Services described in this Agreement. The School will not use, permit or condone the use of any non-UPMC medical professionals (including but not limited to chiropractors, neuropsychologists, podiatrists or primary care physicians) to utilize existing or additional clinical space at the School (which shall include, but not limited to, treatment areas or locker rooms) or any space associated with School athletic events or Sports for the provision of medical treatment of Student-Athletes (including, but not limited to, medical treatment, physical therapy and/or athletic training services) without consent of UPMC. This restriction applies to parents/guardians of Student-Athletes who elect to provide treatment to Student-Athletes.
- e. Parking for Physician Service Providers. A complimentary designated parking space at a proximate School parking facility will be reserved for each Physician and/or Trainee providing Medical Services on School premises.
- f. Athletic Training at School Staff Meetings. The School agrees to allow the Athletic Trainer to attend scheduled athletic training meetings including quarterly staff meetings and regional staff meetings. The dates and times will be provided in advance to the Athletic Trainer.

- g. Legislation. The School understands and agrees to comply with Pennsylvania law regarding Student-Athletes, including but not limited to:
- i. Pennsylvania School Code (24 P.S. § 16-1601-C) commonly referred to as “Disclosure of Interscholastic Athletic Opportunities”, including, but not limited to:
    - 1. The School will be responsible for distribution, collection and submission of the Interscholastic Athletic Opportunities Disclosure Form to the Pennsylvania Department of Education (“PDE”);
    - 2. The Athletic Trainer may assist in the completion of the form as it relates to Services;
    - 3. UPMC will not be held responsible or liable if the completed form is not submitted prior to established deadlines;
    - 4. UPMC will not be responsible or liable for any information disclosed or not disclosed to the PDE regarding Student-Athletes’ opportunities and treatment of Student-Athletes the preceding year.
  - ii. Pennsylvania School Code (24 P.S. §5323) commonly referred to as the “Safety in Youth Sports Act”, including but not limited to:
    - 1. The School must immediately remove any Student-Athlete suspected of a concussion from play; and
    - 2. Student-Athletes cannot return to play until cleared, in writing, by an appropriate medical professional as defined in the Safety in Youth Sports Act.
  - iii. Pennsylvania School Code (24 P.S. §5333) commonly referred to as the “Sudden Cardiac Arrest Prevention Act”, including but not limited to:
    - 1. The School will be responsible for distribution, collection and submission of the Student-Athlete/parent/guardian Sudden Cardiac Arrest Acknowledgment Form;
    - 2. School personnel shall complete an annual training course on sudden cardiac arrest;
    - 3. The School must immediately remove any Student-Athlete suspected of a cardiac arrest from play; and
    - 4. Student-Athletes cannot return to play until cleared, in writing, by a certified medical professional as defined in the Sudden Cardiac Arrest Prevention Act.
- h. Lockable Storage – Medical Records. The School will provide safe and secure (lockable) storage for all medical records in compliance with HIPAA requirements. Limiting access to keys and pass codes to such locked cabinets and

file rooms should be employed by the School. Care shall be given to assure that the area containing medical records is secured during clinic hours from patient or visitor access. Medical records shall be filed in a secure location that is locked during non-clinic hours to safeguard against loss, tampering, or use by unauthorized personnel.

- i. Insurance Authorization. The School understands and agrees that neither UPMC nor the Athletic Trainer, Physician or Trainee will secure insurance authorization or verifications of insurance coverage for any Student-Athletes.
- j. FERPA Regulations. The School agrees to allow UPMC to communicate with Family Educational Rights and Privacy Act (“FERPA”)-regulated School employees to obtain and share health related information of the Student-Athletes at the School.
- k. Internet Access. The School agrees to provide internet access to the Athletic Trainer and/or Trainee at appropriate locations on the School site in furtherance of the Services.
- l. Mobile Phone Usage. The School agrees that the personal mobile phone usage of the Athletic Trainer for healthcare coordination of Student-Athletes, emergencies and other services provided for herein is at the discretion of the Athletic Trainer. A School-issued mobile phone for the Athletic Trainer is suggested for improved communication with administration and coaching staffs.

## 12. Notice.

- a. Any notice or other communication contemplated by this Agreement, including but not limited to any waivers hereunder, shall be given by either (x) email or (y) personal delivery, by overnight courier, or by deposit in the United States mail, first class, certified, return receipt requested, postage prepaid, correctly addressed to the intended recipient at the addresses shown below. Any notice or communication shall be deemed to have been given (i) as of the date of receipt, if received by email, (ii) as of the date of receipt, if received by hand delivery, overnight courier, or certified mail on or before 5:00 p.m.; and (iii) as of the next day after receipt, if received by hand delivery, overnight courier, or certified mail after 5:00 p.m. The School and UPMC may from time to time designate in writing and deliver in a like manner any changes in address at least ten (10) days before the change becomes effective.

To the School: Wattsburg Area School District  
Seneca High School  
Attn: Steve Carter, Athletic Director  
10782 Wattsburg Road  
Erie, PA 16509  
steve.carter@wattsburg.org

To UPMCSM: UPMC Rooney Sports Complex  
Attn: Kathleen Nachazel, Director  
3200 South Water Street, Room 224  
Pittsburgh, PA 15203  
nachazelkm@upmc.edu

To RHS: UPMC Hamot  
Attn: Lynn Rupp, President  
Regional Health System  
201 State Street  
Erie, PA 16550

- b. Performance or Behavior Issues. Notwithstanding anything to the contrary herein, if the School has complaints or concerns regarding the performance or behavior of the Athletic Trainer, Physician and/or Trainee performing the Services provided for in this Agreement, the School agrees to promptly bring such complaints or concerns to the attention of UPMC in writing and UPMC will attempt to resolve the issues in a timely manner and to the reasonable satisfaction of the School. If the issues regarding the performance or behavior are not resolved to the reasonable satisfaction of the School within thirty (30) days from notice of the matter from the School to UPMC, UPMC will, subject to staff availability, designate a replacement Athletic Trainer, Physician and/or Trainee to provide Services to the School. UPMC's designation of a replacement service provider shall be deemed by both Parties to cure any such existing deficiency.

### 13. **Return to Play.**

- a. Suspected Concussion: Pursuant to the Safety in Youth Sports Act (24 P.S. §5323) ("SYS Act"), the Athletic Trainer will evaluate Student-Athletes to determine whether they exhibit signs or symptoms of a concussion or traumatic brain injury. Upon being advised of a determination that a Student-Athlete exhibits signs or symptoms of a concussion or traumatic brain injury by a person authorized by the SYS Act (including the Athletic Trainer) (a "Concussion

Determination”), the School shall remove such Student-Athlete from play. Once a Student-Athlete has been removed from play due to a Concussion Determination, neither the Athletic Trainer’s nor the Trainee’s advice shall be deemed to be the requisite clear for return to play decision pursuant to the SYS Act (“Concussion Medical Return To Play Decision”). A physician may evaluate a Student-Athlete following a Concussion Determination and make a written Concussion Medical Return To Play Decision. Communications regarding a Student-Athlete that are not (a) based on evaluation of the Student-Athlete and (b) committed to writing as a medical opinion are not a Concussion Medical Return To Play Decision and may not be relied upon by a School to return to play a Student-Athlete who has been subject to a Concussion Determination.

- b. Suspected Cardiac Arrest: Pursuant to the Sudden Cardiac Arrest Prevention Act (24 P.S. §5333) (“SCA Act”), the Athletic Trainer will evaluate Student-Athletes to determine whether they exhibit signs or symptoms of a sudden cardiac arrest. Upon being advised of a determination that a Student-Athlete exhibits signs or symptoms of a sudden cardiac arrest by a person authorized by the SCA Act (including the Athletic Trainer) (a “Cardiac Determination”), the School shall remove such Student-Athlete from play. Once a Student-Athlete has been removed from play due to a Cardiac Determination, neither the Athletic Trainer’s nor the Trainee’s advice shall be deemed to be the requisite clear for return to play decision pursuant to the SCA Act (“Cardiac Medical Return To Play Decision”). A physician may evaluate a Student-Athlete following a Cardiac Determination and make a written Cardiac Medical Return To Play Decision. Communications regarding a Student-Athlete that are not (a) based on evaluation of the Student-Athlete and (b) committed to writing as a medical opinion are not a Cardiac Medical Return To Play Decision and may not be relied upon by a School to return to play a Student-Athlete who has been subject to a Cardiac Determination. A Concussion Determination and Cardiac Determination shall herein be collectively referred to as a “Determination”; a Concussion Medical Return To Play Decision and Cardiac Medical Return To Play Decision shall herein be collectively referred to as a “CMRTPD”.
- c. Non-Concussion Injuries/Non-Cardiac Injuries: For any Student-Athlete with potential injuries outside the scope of a suspected concussion or traumatic brain injury or a sudden cardiac arrest, an Athletic Trainer, Physician and/or the Trainee may make a decision regarding whether it is medically appropriate for the Student-Athlete to be returned to play by the School.

- d. Indemnification for CMRTPD: In addition to indemnity obligations otherwise set forth herein, the School shall indemnify UPMC for any decision made to return a Student-Athlete to play that is made in contravention of a Determination or (following a Determination) without a CMRTPD or made against the medical advice of the Physician generally regarding any injury (including, without limitation, cardiac, non-cardiac, concussion or non-concussion).

#### 14. **Indemnity.**

- a. UPMC's Indemnity Obligation. UPMC shall indemnify, defend, and hold harmless the School, its affiliates and their respective directors, officers employees and agents (collectively, the "School Indemnified Parties") from and against any and all third party claims, damages, liabilities, losses, amounts paid in settlement, costs, including reasonable attorney's fees, judgments, and causes of action incurred by School Indemnities Parties (collectively, "School Losses") arising out of UPMC Indemnified Parties' negligence; provided, however, the foregoing indemnity agreement shall not apply to School Losses attributable to a School Indemnified Parties' gross negligence or willful misconduct. All of UPMC's obligations of indemnity hereunder shall survive the termination or expiration of this Agreement.
- b. The School's Indemnity Obligation. The School shall indemnify, defend, and hold harmless UPMC, its affiliates and their respective directors, officers employees and agents (collectively, the "UPMC Indemnified Parties") from and against any and all third party claims, damages, liabilities, losses, amounts paid in settlement, costs, including reasonable attorney's fees, judgments, and causes of action incurred by UPMC Indemnities Parties (collectively, "UPMC Losses") arising out of the School Indemnified Parties' negligence; provided, however, the foregoing indemnity agreement shall not apply to School Losses attributable to a UPMC Parties' gross negligence or willful misconduct. All of the School's obligations of indemnity hereunder shall survive the termination or expiration of this Agreement.

#### 15. **Insurance.**

- a. UPMC Insurance Responsibilities. UPMC will maintain medical malpractice liability insurance coverage in an amount not less than the mandated limits set forth by the Pennsylvania Medical Care Availability and Reduction of Error Act for the Physician and Trainee and other allied health care providers including Athletic Trainer, but in no event less than one million dollars (\$1,000,000) per



occurrence and three million dollars (\$3,000,000) annual aggregate. A copy of the UPMC Liability Insurance Certificate will be available to the School upon request. UPMC will maintain Workers' Compensation coverage not less than the Commonwealth of Pennsylvania's statutory limits.

b. School Insurance Responsibilities.

- i. The School will be responsible for maintaining appropriate levels of insurance coverage (excluding professional liability insurance covering the Physician and Trainee and/or Athletic Trainer) for its facilities, personnel and activities. A copy of the School certificate of liability insurance will be provided to UPMC prior to the full execution of this Agreement.
- ii. The School will follow mutually agreed upon guidelines for the collection of information and completion of necessary forms for school-related secondary insurance;
  1. The School will educate Student-Athletes and their parents/guardians on the availability and procedures regarding school-related secondary insurance;
  2. The School will be responsible for the distribution and collection of such school related insurance forms;
  3. UPMC will not be held responsible or liable if the completed forms are not submitted prior to established deadlines; and
  4. The School understands and agrees that UPMC will not be responsible or liable for any medical charges incurred by the Student-Athlete that are not covered by the School's secondary insurance policy.

16. **Miscellaneous.**

- a. Independent Contractor. The Parties agree and acknowledge that UPMC serves as an independent contractor, and under no circumstances shall it be, or be deemed to be, a partner, agent, servant, distributor, or employee of the School in its performance hereunder. All UPMC employees providing Services (including the Physician, Trainee and Athletic Trainer) hereunder shall be UPMC's employees, servants, or agents, and the entire management, direction, and control of all such employees shall be exclusively vested with UPMC. The School understands that it has no authority to act for, bind or obligate UPMC.

- b. Governing Law. The construction and interpretation of this Agreement shall be governed by the laws of Pennsylvania, without regard to its conflicts of laws provisions.
- c. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior agreements, oral or written, relating to such subject matter.
- d. Agreement Supersedes. If the attachments and exhibits to this Agreement conflict with the terms of the Agreement, the terms of this Agreement shall supersede such conflicting terms in the attachments and exhibits.
- e. Counterparts. This Agreement may be executed in any number of counterparts. Each such executed counterpart shall be deemed an original hereof and all such executed counterparts shall together constitute but one and the same instrument.

For Review

IN WITNESS WHEREOF and intending to be legally bound, the Parties have executed this Agreement effective as of the date above first written.

WITNESS:

UPMC PRESBYTERIAN SHADYSIDE

\_\_\_\_\_

\_\_\_\_\_

John Innocenti  
President

WITNESS:

REGIONAL HEALTH SYSTEM

\_\_\_\_\_

\_\_\_\_\_

Lynn Rupp  
President

WITNESS:

WATTSBURG AREA SCHOOL DISTRICT

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

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

**ATTACHMENT A: PRICING SCHEDULE**

**One (1) Athletic Trainer**

**5-Year Agreement**

2020-21	\$35,000.00
2021-22	\$35,000.00
2022-23	\$36,050.00
2023-24	\$37,850.00
2024-25	\$38,500.00

For Review

**ATTACHMENT B: SPORTS**

**Serviced Sports**

<b>Boys' Sports</b>	<b>Girls' Sports</b>
1. Baseball – Varsity	1. Basketball – 7 <sup>th</sup> and 8 <sup>th</sup> Grade
2. Basketball – 7 <sup>th</sup> and 8 <sup>th</sup> Grade	2. Basketball – Varsity and Junior Varsity
3. Basketball – Varsity and Junior Varsity	3. Cross Country – 7 <sup>th</sup> and 8 <sup>th</sup> Grade
4. Cross Country – 7 <sup>th</sup> and 8 <sup>th</sup> Grade	4. Cross Country – Varsity
5. Cross Country – Varsity	5. Soccer – Varsity and Junior Varsity
6. Football – Junior High	6. Softball – Varsity and Junior Varsity
7. Football – Varsity	7. Swimming – Varsity
8. Soccer – Varsity and Junior Varsity	8. Track – Varsity and Junior Varsity
9. Swimming – Varsity	9. Volleyball – Varsity and Junior Varsity
10. Track – Varsity and Junior Varsity	
11. Wrestling – Varsity and Junior Varsity	

**Evaluated Sports**

<b>Boys' Sports</b>	<b>Girls' Sports</b>
1. Golf – Varsity	1. Cheerleading – Varsity

## **ATTACHMENT C: MEDICAL SERVICES**

1. Based on availability, at RHS's sole discretion, one (1) Physician and/or one (1) Trainee, will attend each School home and away scrimmage and game for varsity football, which Trainee will be supervised by the Physician. The Physician and/or Trainee will arrive at least thirty (30) minutes prior to game time.

At all times that Services are being furnished pursuant to this Agreement, the Trainee and the Athletic Trainer have access to the RHS on-call primary care sports medicine or orthopaedic surgery Physician on call via at least one of the following modes: phone, email, and/or other electronic means.

For Review

## **ATTACHMENT D: Time of Performance of AT Services**

The following sets forth the times when AT Services shall be rendered by the Athletic Trainer:

1. Practices.
  - a. Weekday Practices. Unless otherwise set forth herein, the Athletic Trainer will be present on the first day of practice for Sports (as mandated by the state board or organization monitoring such sports) and Services shall continue through the completion of the Sports season during the Term of this Agreement. During the school week (Monday through Friday) when School is in session, the Athletic Trainer will be present approximately one (1) hour prior to the normal dismissal of School and will remain until approximately one (1) hour after completion of the practice/event. The times and dates of the practices will be coordinated between the Athletic Director of the School, the Athletic Training & Development Management Staff at UPMC and the Athletic Trainer at UPMC.
  - b. Early Morning, Late Evening or Weekend Practices. Attendance by the Athletic Trainer at early morning or late evening practices during the School week (Monday through Friday) and any games or practices during the weekend will be attended at the discretion of the Athletic Training & Development Management Staff at UPMC and Athletic Trainer at UPMC. The School understands and agrees that UPMC prefers not to render services on Sunday. If the Athletic Trainer provides Services on weekends, the Athletic Trainer shall be entitled to at least one day off per week. The Parties hereto recognizes that, from time to time, changes in circumstances may make modification of this Agreement desirable to one Party or the other. Both Parties agree to be reasonable in requesting such changes and in accommodating changes which may be requested.
2. Home Games. Unless otherwise set forth herein, the Athletic Trainer will be available to attend home games and scrimmages of Serviced Sports.
3. Away Games. Upon the mutual agreement of the Athletic Trainer and the Athletic Director, the Athletic Trainer will be available for away games for football games as long as football is a Services Sport.
4. Playoff Games. Upon the mutual agreement of the Athletic Trainer and the Athletic Director, the Athletic Trainer will be available for away games for Serviced Sports if the Service Sports are in a playoff competition.

5. Open Competitions of Serviced Sports at the School. For any open competition of Serviced Sports hosted by the School but not including any Sports (i.e. other non-covered schools competing against each other at the School location), the Athletic Trainer will be available to provide Services.
6. Special Events at the School. The Parties agree and understand that special sporting events at the School (including, but not limited to faculty vs student charity games, powder puff football games, sports camps and booster-sponsored events) are not Sports and are not entitled to receive Services pursuant to this Agreement. Any coverage of such will be at the separate additional cost of the School, team or booster group. A separate service agreement will be mutually agreed upon for these events and coordinated by the event's representative at the School, the Athletic Training & Development Management Staff at UPMC and the Athletic Trainer at UPMC.
7. Selected Holiday. Notwithstanding anything to the contrary herein, the School understands and agrees that UPMC is not obligated to render services on observed UPMC Holidays (New Year's Day, Martin Luther King, Jr Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day) but may elect to do so within UPMC's discretion if the School has specific needs on such dates.
8. Miscellaneous. The School further agrees that UPMC will not be required to render services to "out of season" Sports unless such practice times coincide with "in season" Sports having practices or scheduled competitions. The Parties hereto recognizes that, from time to time, changes in circumstances may make modification of this Agreement desirable to one Party or the other. Both Parties agree to be reasonable in requesting such changes and in accommodating changes which may be requested. If concurrent Sports are being played, the School will have the option of obtaining the Services rendered by an additional athletic trainer (based on availability) at a rate of forty dollars (\$40.00) per hour. Any additional athletic trainer coverage desired by the School for games, events or practices shall initially be requested by the Athletic Director at the School to the Athletic Trainer or the Athletic Training & Development Management Staff at UPMC at least two (2) weeks in advance.



## ATTACHMENT E: MARKETING AND BRANDING ASSETS

The School will provide certain marketing and branding assets to UPMC Sports Medicine as set forth below, the value of which is reasonably equivalent to the difference between the reimbursements to UPMC provided for in Attachment A: Pricing Schedule and the arms-length value of Services to be furnished hereunder.

2. The School will provide the following marketing and branding assets to UPMC:
  - a. UPMC Sports Medicine banners will be featured at the practice field(s), in the School gymnasium and at the football field/outdoor track during scrimmages and games/contests;
  - b. UPMC Sports Medicine logo will be featured on the message board of the scoreboard in the School gymnasium and at the football field during scrimmages and games if applicable;
  - c. UPMC Sports Medicine will provide reads for the School appointed announcer to read at least twice during a game/contest of each Sport home game;
  - d. UPMC Sports Medicine will have the option of providing periodic giveaway items at home football and basketball games including free t-shirts, sport specific stress balls, etc.;
  - e. UPMC Sports Medicine logo will be featured on the “Athletics page” of the School website;
  - f. UPMC and the Athletic Training & Development Department will be listed as the exclusive provider of athletic training services on the School website under the Athletics tab and link the School back to the UPMC Sports Medicine website;
  - g. UPMC Sports Medicine may provide quarterly educational information and periodic sports medicine related announcements for the School website to be listed under the Athletic tab; and
  - h. UPMC Sports Medicine brochures will be displayed in the school’s nurses’ offices and athletic office and made available to all interested students.
  - i. The School will like all UPMC Sports Medicine social media accounts and share applicable UPMC’s posts to their social pages.

## TABLE 1: IMPACT AND UPMC SPORTS CONCUSSION PROGRAM RECOMMENDATIONS

**TABLE 1** Classification of Sports According to Contact

Contact	Limited-Contact	Noncontact
Basketball	Adventure racing <sup>a</sup>	Badminton
Boxing <sup>b</sup>	Baseball	Bodybuilding <sup>c</sup>
Cheerleading	Bicycling	Bowling
Diving	Canoeing or kayaking (white water)	Canoeing or kayaking (flat water)
Extreme sports <sup>d</sup>	Fencing	Crew or rowing
Field hockey	Field events	Curling
Football, tackle	High jump	Dance
Gymnastics	Pole vault	Field events
Ice hockey <sup>e</sup>	Floor hockey	Discus
Lacrosse	Football, flag or touch	Javelin
Martial arts <sup>f</sup>	Handball	Shot-put
Rodeo	Horseback riding	Golf
Rugby	Martial arts <sup>f</sup>	Orienteering <sup>g</sup>
Skiing, downhill	Racquetball	Power lifting <sup>c</sup>
Ski jumping	Skating	Race walking
Snowboarding	Ice	Riflery
Soccer	In-line	Rope jumping
Team handball	Roller	Running
Ultimate Frisbee	Skiing	Sailing
Water polo	Cross-country	Scuba diving
Wrestling	Water	Swimming
	Skateboarding	Table tennis
	Softball	Tennis
	Squash	Track
	Volleyball	
	Weight lifting	
	Windsurfing or surfing	

<sup>a</sup> Adventure racing has been added since the previous statement was published and is defined as a combination of 2 or more disciplines, including orienteering and navigation, cross-country running, mountain biking, paddling, and climbing and rope skills.<sup>1</sup>

<sup>b</sup> The American Academy of Pediatrics opposes participation in boxing for children, adolescents, and young adults.<sup>2</sup>

<sup>c</sup> The American Academy of Pediatrics recommends limiting bodybuilding and power lifting until the adolescent achieves sexual maturity rating 5 (Tanner stage V).

<sup>d</sup> Extreme sports has been added since the previous statement was published.

<sup>e</sup> The American Academy of Pediatrics recommends limiting the amount of body checking allowed for hockey players 15 years and younger, to reduce injuries.

<sup>f</sup> Martial arts can be subclassified as judo, jujitsu, karate, kung fu, and tae kwon do; some forms are contact sports and others are limited-contact sports.

<sup>g</sup> Orienteering is a race (contest) in which competitors use a map and a compass to find their way through unfamiliar territory.

Source: Rice, Stephen G., and the Council on Sports Medicine and Fitness, **Medical Conditions Affecting Sports Participation**, Pediatrics 2008 121: 841-848