

**AGREEMENT  
SUMMA HEALTH SYSTEM  
ATHLETIC TRAINER SERVICES**

This Agreement ("Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2018 by and between **Norton City School District**, hereinafter referred to as "SCHOOL" and **Summa Health System**, hereinafter referred to as "HOSPITAL".

**RECITALS**

- A. HOSPITAL owns and operates, not-for-profit acute care hospitals including the Summa Health System – Akron Campus located at 525 East Market Street, the Summa Health System – St. Thomas Campus located at 444 North Main Street, Akron, Ohio and the Summa Health System - Barberton Campus located at 155 5th Street N E, Barberton, Ohio.
- B. HOSPITAL owns and operates a number of health centers, including those located at 1835 Franks Parkway, Uniontown, Ohio, 195 Wadsworth Road, Wadsworth, Ohio and 3780 Medina Road, Medina, Ohio.
- C. HOSPITAL employs Licensed Athletic Trainers ("TRAINER").
- D. SCHOOL sponsors a variety of scholastic sports activities including interscholastic competitions, practice sessions, and educational programs for SCHOOL'S athletes and coaching staffs.
- E. The parties desire that the HOSPITAL provide a TRAINER to provide athletic training coverage at certain of SCHOOL'S various scholastic sports activities.
- F. HOSPITAL and SCHOOL desire to enter into this Agreement by which HOSPITAL can provide athletic training coverage in order to decrease the chance of injuries and to minimize the effects of injuries incurred in the course of SCHOOL'S scholastic sports activities.

NOW, THEREFORE, the parties agree as follows:

- 1. HOSPITAL'S Agreements:
  - A. Athletic Trainer (AT): HOSPITAL shall provide SCHOOL the services of a TRAINER. TRAINER shall be available to SCHOOL throughout the term of the Agreement for SCHOOL'S scholastic sports activities as set forth on the attached Exhibit A, and as otherwise may be mutually agreed upon by the parties. HOSPITAL shall provide SCHOOL the services of a TRAINER up to 1600 hours total, annually.
  - B. Coverage provided by TRAINER: TRAINER shall participate in the following aspects of SCHOOL'S scholastic sports program at the times set forth on the attached Exhibit A, and as otherwise may be mutually agreed upon by the parties:

- 1) Pre-Season Coverage:
  - a. TRAINER may participate in pre-season educational programs concerning the identification, care and prevention of common athletic injuries, if requested.
  - b. TRAINER may participate and provide guidance in pre-season conditioning training programs, and other activities that the parties mutually agree are appropriate to prepare athletes and coaches for the upcoming sport's season.
- 2) Practices, Pre-Competition and Competition Coverage:
  - a. TRAINER shall assist SCHOOL'S coaching staff and athletes in preparing for practices and competitions.
  - b. TRAINER shall assess athletes for potential injuries and advise appropriate preventive measures, as requested.
  - c. TRAINER shall cover those practices and interscholastic sports competitions that the parties mutually have scheduled for such coverage.
  - d. During practices and interscholastic sports competitions where the TRAINER provides coverage, TRAINER shall provide emergency assessment and care of athletic injuries, within the scope of TRAINER'S expertise and in accordance with the Ohio AT Practice Act.
- 3) Post Practice and Post Competition Coverage: TRAINER shall assess injuries sustained by athlete participants in practices or interscholastic sports competitions and shall assist SCHOOL in making appropriate medical referrals.
- 4) School Day Treatments and Evaluations: The AT(s) will have hours available during the school day to provide treatments, rehabilitation and injury evaluation.
- 5) Emergency Action Plans: Staff will work with athletic staff and administration to develop Emergency Action Plans (EAP) for each venue.
- 6) Educational Programs: TRAINER may work with coaches and administration to help organize educational programs, as requested by the school, for parents and coaches.
- 7) Parents' Meetings: AT shall be present and participate at annual parents' meetings as requested by the administration and coaches

- 8) Make-Up Date for Screenings: HOSPITAL provides Pre-participation sports screenings throughout the school year at our sports medicine physician offices for a fee. This is open, by appointment, to any athletes who missed SCHOOL's scheduled date.
- 9) In the Event of Illness or Emergency: In the event that the TRAINER is unable to attend a scheduled event due to illness or emergency or other occurrence, the HOSPITAL will use reasonable efforts to provide a substitute trainer for the scheduled event but shall have no liability to SCHOOL hereunder should HOSPITAL be unable to provide a substitute.
- 10) Additional Duties: HOSPITAL and/or TRAINER shall provide additional duties or services as set forth on Exhibit A or as mutually agreed upon by the parties.
- 11) C. Code of Ethics: HOSPITAL shall require TRAINER to perform all TRAINER'S duties, responsibilities and activities under this Agreement in conformance with the applicable provisions of the National Athletic Trainer's Association Code of Ethics and the Ohio Revised Code.

2. SCHOOL'S Agreement:

A. Space and Supplies

- 1) SCHOOL shall provide TRAINER with all necessary or appropriate services, and medical and other equipment and supplies, such as tape, elastic wraps, supply kits, etc. as may reasonably be required by TRAINER in performing duties under this Agreement.
- 2) SCHOOL shall provide TRAINER with adequate space for the performance of TRAINER'S duties under this Agreement.

B. School Staff. SCHOOL shall ensure that it's coaching and other staff and agents (collectively, "School's Staff") cooperate fully with the TRAINERS' decisions that pertain to the health and/or injury status of an athlete, including, without limitation, disqualification from athletic participation. Without limiting any other provision of this Agreement, HOSPITAL may terminate this Agreement immediately upon failure of School's Staff to adhere to a TRAINER'S decision. Only a physician may overrule a TRAINER'S decision, but the TRAINER and Team Physician and/or Summa Sports Medicine Medical Director, in looking out for the best interest of the athlete, may decide to not allow clearance based on the following: a specialist had withheld the athlete and the clearance comes from a non-specialist OR the TRAINER and/or Team Physician/Sports Medicine Medical Director, based on their evaluation and/or witnesses symptoms and the athlete's decrease in the ability to perform the activities without pain and loss of function, may feel that it is in the best interest of the athlete not to participate. In the event that SCHOOL fails to ensure the full cooperation of School's Staff, or in the event that a TRAINER'S decision is overruled, SCHOOL shall be obligated to indemnify, defend and hold harmless HOSPITAL, its

officers, directors, agents and employees, including, without limitation, the TRAINERS, in accordance with Section 8.B. hereof.

- C. Concussions: SCHOOL, by signing this document, designates the TRAINER (either (i) in consultation with a physician; (ii) pursuant to the referral of a physician; (iii) in collaboration with a physician, or (iv) under the supervision of a physician) and/or Team Physician and/or Summa Sports Medicine Medical Director as a healthcare provider authorized to grant return to play clearance to SCHOOL's athletes following concussions according to Summa's Standard Operating Procedure and Ohio Law related to concussions, as may be amended from time to time. If there is a discrepancy or questionable return to play clearance provided to an athlete by another healthcare provider, the athletic trainer can consult with Summa Health Sports Medicine physicians and they have the right to intervene and not allow return to play to occur until the athlete is symptom free, has returned to baseline compared to all baseline testing, completed the 5 phase functional progression without increase in symptoms, etc to insure proper concussion management and return to play for the safety of the student-athlete.
- D. Records. SCHOOL will make available to HOSPITAL and TRAINER at all times during this Agreement all of the pre-participation physicals, medical releases and other records, documents and information HOSPITAL deems necessary to perform its services hereunder.
- E. No Hire Covenant. SCHOOL agrees that it shall not, during the term of this Agreement and for a period of eighteen (18) months following the termination of this Agreement for any reason, directly or indirectly, through any subsidiary, parent company or affiliate, hire, employ, retain or otherwise engage any employee or independent contractor of HOSPITAL who at any time provides, supervises, directs or is involved in the provision of services under this Agreement, nor shall SCHOOL induce, facilitate, or otherwise encourage any such employee or independent contractor to terminate his or her relationship with HOSPITAL. SCHOOL acknowledges the difficulty in calculating damages for such interference and hereby agrees that in the event of such interference, SCHOOL shall pay HOSPITAL liquidated damages in the amount of Thirty-Five Percent (35%) of the employee or independent contractor's yearly salary or annual contracted rate.
- F. Non-Interference: SCHOOL agrees that, during the term of this Agreement and for a period of eighteen (18) months thereafter, it shall not interfere with the relationship between HOSPITAL and any employee or independent contractor of HOSPITAL who at any time provides, supervises, directs or is involved in the provision of services under this Agreement. SCHOOL acknowledges the difficulty in calculating damages for such interference and hereby agrees that in the event of such interference, SCHOOL shall pay HOSPITAL liquidated damages in the amount of Thirty-Five Percent (35%) of the employee or independent contractor's yearly salary or annual contracted rate.

- G. Acknowledgment of Relationship: SCHOOL shall publicly acknowledge HOSPITAL's partnership with SCHOOL in providing the TRAINER services in a manner agreed to by the parties.
3. Term: This Agreement shall be for a term of two (2) years beginning on July 1, 2018 and ending at midnight on June 30, 2021.
4. Independent Contractor:
- A. The parties understand and agree that they are independent contractors with respect to one another in the performance of this Agreement, and that TRAINER is at all times performing TRAINER'S work, duties and responsibilities under this Agreement solely as HOSPITAL'S employee.
  - B. This Agreement creates between HOSPITAL and SCHOOL no relationship whatsoever of agency, partnership, joint venture or employment.
  - C. This Agreement does not empower either party or its agents, employees or assigns to bind the other party in any way.
  - D. It shall be HOSPITAL'S sole responsibility to supervise and compensate TRAINER. SCHOOL shall not exercise direct control over HOSPITAL'S or TRAINER'S methods in carrying out this Agreement. SCHOOL'S sole role shall be to ensure that services rendered under this Agreement shall be performed in a competent and satisfactory manner.
5. Community Benefit: The parties acknowledge that HOSPITAL is providing the TRAINER services as part of its commitment to community benefit with the goal of improving the health and wellness of the communities that it serves.
6. Modification: Either party may modify this Agreement. Modifications shall be written and signed by both parties to the Agreement.
7. Assignment: Either party may assign this Agreement upon the prior written consent of the other party.
8. Indemnity:
- A. SCHOOL (the "Indemnifying Party") shall indemnify, defend and hold harmless HOSPITAL, its officers, directors, agents, and employees, including, without limitation, the TRAINER (the "Indemnified Parties"), from and against any and all liability, suits, claims, losses and damages, and expenses in connection therewith (including reasonable attorneys' fees) (collectively, "Claims") which may be imposed on or incurred by the Indemnified Parties in connection with, or arising out of the negligent acts or omissions or willful misconduct of the Indemnifying Party, its agents, employees, or subcontractors, including performance of automated external defibrillation in good faith, in accordance with Ohio Revised Code Section 2305.235 and as amended or revised, failure to

perform automated external defibrillation, or performance of automated external defibrillation by an individual not authorized to use the automated external defibrillator.

B. In addition to the foregoing and without any limitation thereto, SCHOOL further agrees to indemnify, defend and hold harmless HOSPITAL from and against any and all claims arising out of or related to SCHOOL'S failure to ensure the full cooperation of School's Staff or the overruling of a TRAINER'S decision as discussed in Section 2.B. hereof.

9. Insurance: Each party shall maintain policies of liability insurance and property insurance in amounts sufficient to provide adequate coverage for services provided pursuant to this Agreement. Either party may request evidence of such insurance coverage at any time.

10. Severability: This Agreement is severable. If any part of this Agreement is found by any Court to be void or illegal, the remainder of this Agreement shall remain in full force and effect for the term of the Agreement.

11. Termination:

A. Termination. Either party may terminate this Agreement with or without cause upon thirty (30) days prior written notice.

B. Consequences of Termination. Upon expiration or termination of this Agreement for any reason, neither party shall have any further obligations hereunder except for obligations accruing prior to the date of expiration or termination and obligations that are expressly made to extend beyond the term of this Agreement] and those contained in Sections 2.D. and 2.E.

12. Notice: Notice required or permitted under this Agreement shall be effective upon mailing by certified mail, return receipt requested, or upon personal delivery to the other party as follows:

HOSPITAL: Robert Gerberry  
General Counsel  
Summa Health  
1077 Gorge Blvd.  
Akron, OH 44310

SCHOOL: Dana Addis – Superintendent  
Norton Local Schools  
4128 S. Cleveland-Massillon Rd.  
Norton, OH 44203

13. Ohio Law: This Agreement has been executed and delivered in, and shall be interpreted, construed and enforced pursuant to and in accordance with the laws of the

State of Ohio. The County of Summit, State of Ohio shall be the sole and exclusive venue for any dispute, litigation, special proceeding or other proceeding between the parties that may be brought, arise out of or in connection with or by reason of this Agreement.

14. Third Party Beneficiary: The parties do not intend that student athletes, teachers, parents, coaches or any other third party occupy the position of third party beneficiaries to this Agreement.
15. Waiver: The failure or delay of either party to exercise any right, power or privilege under this Agreement shall not waive such right, power or privilege.
16. Access to Books and Records: Until the expiration of four (4) years after the furnishing of services pursuant to this Agreement and upon written request of the Secretary of Health and Human Services, or upon request of the Comptroller General of the United States, or any other duly authorized representative of the Federal Government, the parties shall each make available this Agreement and the books, documents and records of the parties hereto necessary to certify the nature and extent of costs of services rendered under the terms of this Agreement.

If either party carries out any of the duties specified in this Agreement through a subcontract with a related organization and such subcontract has a value or cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall, upon written request of the Comptroller General of the United States or any other duly authorized representative of the Federal Government, make available the subcontract and the books, documents and records of such organization necessary to verify the nature and extent of such costs.

Each party shall notify the other immediately upon receipt of such request for this Agreement and any other books, documents and records and shall provide the other party with copies of all such documents provided to the Government pursuant to this Agreement.

17. Debarment Certification: Each party hereby represents and warrants the following:
  - A. That it has not been debarred, excluded, suspended or otherwise determined to be ineligible to participate in federal health care programs (collectively "Debarment" or "Debarred", as applicable); and
  - B. That it shall not knowingly employ or contract with, with or without compensation, any individual or entity (singularly or collectively, "Agent") listed by a federal agency as Debarred or found on the *List of Specially Designated Nationals and Blocked Persons* maintained by Office of Foreign Assets Control. To comply with this provision, each party shall make reasonable inquiry into the status of any Agent contracted or arranged by it to fulfill the terms of this Agreement by reviewing, at a minimum, the Health and Human Services – Office of Inspector System for Award Management (SAM) (<http://sam.gov>), the Health

and Human Services Office of Inspector General List of Excluded Individuals/Entities (<http://oig.hhs.gov/fraud/exclusions.asp>), or the List of Specially Designated Nationals and Blocked Persons (<http://www.ustreas.gov/offices/enforcement/ofac/> ) which internet sites may be revised from time to time by the U.S. government.

In the event that either party and/or its Agent either (1) becomes Debarred, (2) receives notice of action or threat of action with respect to its Debarment, or (3) is placed on the List of Specially Designated Nationals and Blocked Persons during the term of this Agreement, each party agrees to notify the other immediately. In the event that either party or its Agency becomes Debarred as set forth above, this Agreement relative to such Debarred entity or individual's participation hereunder shall automatically terminate upon receipt of such notice without any further action or notice; and

Each party agrees to act in compliance with all laws and regulations (including, without limitation, Medicare and Medicaid program requirements as applicable), which relate to its performance of the Agreement. Each party agrees to notify the other in a timely manner in the event that it has violated any such statutory or regulatory requirements, and the nature of such violation, to enable non-violating party to take prompt corrective action. Each party agrees that the other shall have the right to automatically terminate this Addendum and the Agreement in the event that the other party fails to comply with this provision.

18. Referrals. It is not a purpose of this Agreement to induce patient referrals. The parties acknowledge there is no requirement under this Agreement or any other agreement between HOSPITAL and SCHOOL requiring SCHOOL to refer any patients to HOSPITAL for products or services. SCHOOL may refer patients to any hospital or entity providing such products or services, and will make such referrals, if any, consistent with the medical judgment and the patient's needs and wishes.
19. Mediation of Disputes: In the event of a dispute between the parties arising out of or related to this Agreement, the parties agree to abide by the dispute resolution procedure outlined in Ohio Revised Code Section 2701.10. It is understood and agreed to by the parties that the defaulting or non-prevailing party agrees to pay the other party's reasonable attorneys' fees and expenses so incurred by such other party to enforce the terms of this Agreement.
20. Entire Agreement: This document contains the whole of the understanding between the Parties relative to the issues discussed herein and merges within it any and all prior and/or contemporaneous negotiations, understandings, agreements and representations, whether oral or written. No prior agreement or understanding pertaining to any such matter shall be effective.
21. Health Records: All student health records shall be the sole and exclusive property of SCHOOL, subject to any access and copying rights as provided by law. HOSPITAL will have reasonable access to such books, records and other materials and information as necessary to perform services under this Agreement and for other lawful purposes both during and after the term of this Agreement. All injury reports, treatment logs, records and other materials developed and maintained hereunder shall be the sole and



exclusive property of HOSPITAL. SCHOOL and HOSPITAL shall at all times comply with all applicable laws, rules and regulations relating to the confidentiality of medical records and other information.

22. Summa's Commitment to Corporate Compliance: Summa Health System is committed to honest and responsible corporate conduct. This commitment is formalized in Summa Health System's Code of Conduct and Compliance Plan. Consultant/Contractors, vendors, patients and the general public are encouraged to read Summa's Code of Conduct and Summa's Compliance Plan on Summa's web site at <http://www.summahealth.org>.
23. Legal Compliance. The parties have endeavored to structure this Agreement and all of its terms to comply with all legal requirements, state and federal. If at any time during the term of this Agreement (a) any court or administrative decision is rendered, (b) any regulation or pronouncement is promulgated or released, or (c) a claim is filed or threatened, which is materially inconsistent with the structure or any of the material terms of this Agreement, the parties hereto shall immediately and in good faith renegotiate the relevant terms hereof. Any illegality or asserted illegality of this Agreement which cannot be so corrected by renegotiation within a reasonable period of time, and which in the opinion of counsel for either party has grounds to be justifiable and presents a substantial threat to either party, shall be grounds for termination of this Agreement. Notwithstanding the foregoing, if any provision of this Agreement is found or asserted to be illegal for any reason and the remaining provisions can reasonably be interpreted in a manner which will effectuate the original intent of the parties and not cause substantial hardship to either party, then such remaining provisions shall remain in force and effect and the illegal provision shall be severed.
24. Anti-discrimination Clause. Parties agree to comply with all applicable federal and state laws prohibiting discrimination against persons on account of race, sex, color, age, religion, national origin, disability or because they are beneficiaries of government reimbursement programs, including but not limited to, the Medicare and Medicaid programs if applicable.

*[Signatures on following page.]*

IN WITNESS WHEREOF, the parties have affixed their signatures below:

"HOSPITAL"  
SUMMA HEALTH SYSTEM

By: \_\_\_\_\_

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

Title:

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

"SCHOOL"  
NORTON CITY SCHOOL DISTRICT

By: \_\_\_\_\_

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

Title:

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

**LEGAL SERVICES**  
Approved as to form  
Initials: CB Date: 5/3/18

## EXHIBIT A

- 1) Summer Hours/Coverage: The AT will work with administration to determine an effective schedule for the summer-time needs of the student-athletes.
- 2) Neurocognitive Baseline and Post-concussive Testing: (ImPACT) The AT will provide pre-season baseline testing, according to Summa's Standard Operating Procedure and recommendations/standards set by ImPACT on an annual basis. They will also provide post-concussive testing, care and continue to monitor the athlete following injury when appropriate and aid in the coordination of care with area healthcare providers. They will also supervise the return to activity progression. Access to the computer lab is required to perform baseline and post-concussion tests. Norton City Schools will be invoiced annually to reimburse Summa for their individual subscription required, based on current rates. The rate through Summa Health is less expensive than an individual license for access. The records, however, are considered Summa's Medical Records.
- 3) Coverage of OHSAA Events: The athletic trainer, or another athletic trainer from Summa Health, will provide coverage for OHSAA events that Norton City Schools hosts. A fee of \$35 per hour per athletic trainer will be assessed to the tournament director of those events.
- 4) Athletic Training Aide Program: The AT can work with school administration to develop, coordinate and monitor an Athletic Training Student Aide program for the students interested in healthcare. Included in this can be teaching an athletic training and healthcare introduction class or in-service as requested by the administration. Information related to what high school student aides can and cannot do according to Ohio Law can be found in the Ohio Revised Code, 4755-46: Delegation of Tasks.
- 5) Return to Learn Educational Program: This educational program is designed for teachers and counselors to increase the awareness of signs, symptoms and behaviors associated with a sports concussion. We also discuss the cognitive effects of a concussion related to academics. We review and discuss the "return to learn" protocol for school personnel, which aid in the student athlete's recovery following a sports concussion, and the important role that school personnel plays as a part of the sports medicine team.
- 6) Sports Medicine Educational Information: The AT and Summa Health Sports Medicine staff will provide educational information for athletes, parents, coaches, the community and school staff related to health, wellness, injury prevention, care, etc. for use on the school district's website and in newsletters to help empower the community regarding healthier living.

- 7) Pre-Participation Screenings: Summa Health System will provide pre-season sports screenings annually in the spring on a date agreed upon by both the hospital and school. Summa will charge the school \$10 per student and invoice the school at the conclusion of the screenings.
- 8) Sports Bracing Program: The AT can work with coaches and school administration to set up a program where the students can purchase sports braces through an outside vendor for a fee. We can assist in identifying a number of bracing companies that can potentially provide this service. Studies have shown that ankle braces outperform athletic tape in the prevention of ankle injuries. Ankle braces not only help prevent/reduce injury, but also reduce the costs associated with prophylactic taping when no injury is present. In the event of injury, athletes would still be initially taped and/or braced, but recommended to progress to braces only.
- 9) Newsletter: Summa can provide the school a quarterly newsletter electronically containing educational information, injury prevention and upcoming sports medicine related events at the high school and hospital. This newsletter can be posted on the website and distributed by the school electronically to all high school and middle school parents (HOSPITAL to provide the content).
- 10) Athletic Training Website: The AT can work with the school's IT Department and athletic director to maintain the athletic training website.

#### ATHLETIC TRAINER SCHEDULE

- 1) The athletic trainer will provide a maximum of 1600 hours. Any additional hours must be agreed upon by both parties.
- 2) Coverage may include and is at the discretion of the athletic trainer and athletic director to work out this coverage:
  - a. All football practice sessions during two-a-days
  - b. 2-3 football scrimmages
  - c. M-F 2-5:30pm on non-game days
  - d. Saturday morning injury checks during the fall football season
  - e. Home and away Varsity Football games
  - f. Home JV football games
  - g. Home freshman football games
  - h. Home JV/Varsity boys/girls soccer
  - i. Home JV/Varsity boys/girls basketball
  - j. Home Wrestling
  - k. Home Track Invitational

## 1. Home Baseball and Softball Games

**NOTE:** When there are multiple events going on simultaneously, the following prioritization will take place:

### FALL:

- Varsity football game
- JV/ Varsity contact vs. non-contact
- Freshman, JV, Junior High football over Varsity non-contact
- Varsity football practices over all non-contact
- Contact sports include football and soccer