



OAL LANCASTER
North Pointe Business Park
170 North Pointe Blvd.
Lancaster, PA 17601

OAL WILLOW STREET
Willow Valley Medical Center
212 Willow Valley Lakes Dr, Ste 201
Willow Street, PA 17584

OAL AT SPOOKY NOOK SPORTS
2913 Spooky Nook Rd., Ste 100
Manheim, PA 17545

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ATHLETIC TRAINING AGREEMENT

This Agreement (the "Agreement") is dated and effective as of the 1st day of August, 2014, by and between Orthopedic Associates of Lancaster, Ltd., (the "Provider") and Manheim Township School District (the "School").

Background

- A. School would like to establish an athletic training program ("Athletic Training Program") at its facility currently located at 450A Candlewyck Road, Lancaster, PA 17601 (the "Facility").
- B. Provider specializes in the operation of outpatient physical therapy, rehabilitation services and athletic training programs ("Athletic Training Services").
- C. Provider also retains qualified and licensed physical therapists and certified athletic trainers capable of providing athletic training and rehabilitation services ("Staff").
- D. School desires to retain Provider to provide Athletic Training Services and Staff for the School to develop and implement an athletic training program, and Provider is willing to provide such Athletic Training Services and Staff, upon the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the foregoing and of the terms, covenants and conditions contained in this Agreement, Provider and School, intending to be legally bound, hereby agree as follows:

Agreement

1. Engagement.
 - a. School engages Provider to be the exclusive outside provider of Athletic Training Services at the Facility or any other locations as required by the school, and to provide the Services set forth here in on the terms and subject to the compensation set forth herein.
 - b. Provider hereby accepts such engagement by School and agrees that it will perform its duties and responsibilities hereunder, all as more fully set forth herein.
2. Provider Services.
 - a. Provider shall employ and designate an athletic trainer certified by NATA and licensed by the state of Pennsylvania, dedicated to the School. School must consent to appointment of the Athletic Trainer. Provider agrees to maintain an alternative certified athletic trainer when the primary trainer is unavailable. The primary athletic trainer will be responsible for coordination of event coverage in all circumstances.
 - b. Provide 24-hour cell phone accessibility to an athletic trainer.

The official team physicians for





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- c. Advise the school as to the supplies and training equipment needed for the athletic training program and maintain that supply.
- d. Provide conditioning and flexibility training suggestions to the school coaching staff with the advice and/or consent of a team physician.
- e. Assist the team physician in maintaining an appropriate medical records system.
- f. Monitor athletic injuries and develop injury prevention programs with the advice and consent of the team physician.
- g. Coordinate injury evaluation and provide injury follow-up with the team physician on a regular basis.
- h. Participate with team physician during athletic pre-participation physicals.
- i. Will treat athletes, not possessing a medical script, in the clinic for no charge. Athletes who have a medical script from a physician may be subject to health insurance billing.
- j. Will operate in accordance with standard operating procedures.
- k. All Athletic Training coverage will be coordinated with the Athletic Director.
- l. Will provide educational inservices/training upon request.
- m. Provide home athletic training coverage for all events and during playoffs on an as needed basis.

3. Duties of School.

- a. The School agrees to identify one or more licensed physicians who will be available and serve as "team physicians".
- b. The School shall provide and maintain an appropriate level of athletic training supplies, as per mutual consent of the Athletic Trainer and the School.
- c. The School shall provide appropriate space for the conduct of an athletic training program, including appropriate equipment for the development of preventative programs, as per mutual consent of the Athletic Trainer and the School.
- d. The School shall be solely responsible for determining the times of practice and for scheduling all athletic programs.

4. Compensation.

- a. In consideration of Providers performance of the Athletic Training Services and the placement of an athletic trainer at the Facility, School shall pay to Provider a fee (the "Service Fee") in an amount equal to:
 - i. 2014-2015 \$24.00 per hour for the first 1200 hours of service
 - ii. 2015-2016 \$24.50 per hour for the first 1200 hours of service
 - iii. 2016-2017 \$25.00 per hour for the first 1200 hours of service

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- b. In the event that the School desires athletic training services to cover other athletic events hosted by the School, or go above the 1200 hours of service, the provider will bill the school an hourly rate of \$32/hour for such coverage.
- c. In the event that the School desires athletic training services to cover other athletic events hosted by the School, the provider and the school will attempt to mutually agree on the coverage of the event and the additional fee for such coverage.
- d. The provider shall also provide additional services including, but not limited to nutritional seminars for coaches, athletes, and parents and nutritional consultations on an as needed basis. These services will be billed separately at this time

5. Term and Termination.

- a. This Agreement shall have a term of 3 year, commencing on August 1, 2014 and terminating on June 30, 2017, unless terminated earlier by either party with a 60 day written notice in accordance with the provisions hereof.

6. **Confidential Information.** All information or data relating to the business or operations of either party to this Agreement acquired by the other party in connection with this Agreement shall be treated as confidential by the acquiring party, and shall not, unless otherwise required by law, be disclosed by the acquiring party without the prior written permission of the party hereto to whom the information in question relates. Violation of this provision shall represent a material breach of this Agreement. This provision shall survive termination of this Agreement.

7. **HIPAA Compliance.** Provider's employees will be compliant with HIPAA.

8. **Notices.** All notices and other communications hereunder shall be in writing and may be hand delivered, sent by fax (with a duplicate copy transmitted by another method of delivery authorized hereunder), sent by certified first class mail, postage prepaid, or sent by nationally recognized express courier service. Such notices and other communications shall be effective upon receipt if hand delivered or sent by fax (with a duplicate copy transmitted by another method of delivery authorized hereunder), five (5) days after mailing if sent by mail, and one (1) day after dispatch if sent by express courier, to the addresses and/or fax numbers set fourth below.

If to School:

Laura Heikkinen
Manheim Township School District
450A Candlewyck Road
Lancaster, PA 17601

If to Provider:

H. William Weik
Orthopedic Associates of Lancaster, Ltd.
170 North Pointe Blvd.
Lancaster, PA 17604

The official team physicians for





Either party may designate, by written notice given to the other in the manner prescribed herein, any further or different addresses and/or fax numbers to which subsequent notices shall be sent.

9. Miscellaneous:

- a. Assignment: Binding Effect. The terms of this Agreement shall bind and benefit the parties hereto, their successors and assigns.
- b. Amendment. This agreement constitutes the entire agreement between School and Provider with respect to the management and operation of the Athletic Training Program, and no change hereto shall be valid, unless made by supplemental written agreement, approved and executed by the parties hereto.
- c. Headings: Unenforceability. The headings used before the various Paragraphs of this Agreement are for ease of reference only and do not constitute parts of this Agreement. If any provision of this Agreement shall be declared invalid or unenforceable, the remaining terms of this Agreement shall not be affected thereby.
- d. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania applicable to contracts made and to be performed therein, without regard to conflict of law provisions.
- e. Entire Agreement. This Agreement, including all Exhibits attached hereto, constitutes the entire understanding and agreement between the parties concerning the subject matter hereof. This agreement supersedes all prior written or oral agreements and understandings between the parties concerning the subject matter hereof.
- f. Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute a complete original Agreement which may be introduced in evidence or used for any other purpose without production of any of the other counterparts.
- g. Waiver. Any waiver by a party must be in writing and will not be construed as a continuing waiver. No waiver will be implied from any delay or failure by a party to take action on account of any default of the other. Consent by one party to an act of omission by the other will not be construed to be a consent to any other or subsequent act or omission or to waive the requirements of such party's consent to be obtained in any future or other instance.
- h. Survival. Except as otherwise may be expressly set forth herein, all covenants herein shall survive the termination of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Orthopedic Associates of Lancaster, Ltd.

By: _____

Print Name: Michael Jones

Title: Operations Manager

Manheim Township School District

By: _____

Print Name: Laura Heikkinen, CPA

Title: Director of Business Operations

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