

SUBSTITUTE ATHLETIC TRAINER SERVICES AGREEMENT

This **SUBSTITUTE ATHLETIC TRAINER SERVICES AGREEMENT** (“Agreement”) is entered into by and between **OSS ORTHOPAEDIC HOSPITAL, LLC dba OSS HEALTH**, (the “Provider”), and **SPRING GROVE AREA SCHOOL DISTRICT** (the “District”), who, for the purposes of this Agreement, may be referred to individually as Party (“Party”) or collectively, the Parties (the “Parties”).

WHEREAS, The Provider maintains and operates an orthopaedic practice with certified and licensed athletic trainers and support employees; and

WHEREAS, The District is a fully accredited educational institution offering academic and athletic opportunities to its students; and

WHEREAS, The District desires to obtain the assistance and services of the Provider to complement its interscholastic athletic events and programs; and

WHEREAS, The Provider desires to assist the District in maintaining an athletic training program designed to reduce athletic injuries and promote the safe and prompt rehabilitation of students after athletic injuries by providing the services of a certified athletic trainer (the “Athletic Trainer”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

1. **Provider Responsibilities.** In the event the District requires the assistance of a substitute Athletic Trainer for a District employed athletic trainer, the Provider agrees to provide an Athletic Trainer duly certified in the Commonwealth of Pennsylvania who shall be an employee of, or under contract with, the Provider. The Provider attests that Athletic Trainer has obtained appropriate clearances under Pennsylvania Law. The Provider shall be responsible for the payment of all athletic compensation and providing all employment support and benefits including worker’s compensation coverage. Additionally, Provider agrees to provide the services and discharge the responsibilities as set forth on **Exhibit A** (the “Services”).
2. **District Responsibilities.** The District agrees to provide the services and discharge the responsibilities as set forth in **Exhibit B**.
3. **Term.** The term of this Agreement shall be from July 1, 2023 (the “**Effective Date**”) to June 30, 2024 (the “Term”). Notwithstanding the foregoing, this Agreement may be terminated by either Party at any time by providing ninety (90) days’ advanced written notice to the other Party. Either Party may terminate this Agreement immediately upon material breach of any term or condition of this Agreement by providing written notice of termination to the breaching Party.
4. **Fees.** The District agrees to pay the Provider the fees as set forth in **Exhibit C** and shall pay all invoices submitted by the Provider within thirty (30) days of receipt of invoice.
5. **Insurance.** The District shall maintain in effect general liability and professional liability insurance of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate at all times during the Term of this Agreement. The District shall be responsible for providing general liability and professional liability insurance for its property, including adverse events, and for the activities of its employees, students, and faculty, and proof of such shall be sent to Provider within ten (10) days of executing this Agreement.

6. **HIPAA Compliance.** The Provider and the District are both “covered entities” as defined in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). Both Parties agree that they will comply with the Security Standards for the Protection of Electronic Protected Health Information and the Standards for Privacy of Individual Identifiable Health Information (collectively, the “HIPAA Standards”), 45 CFR parts 160 and 164, as amended by the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”) and its implementing regulations.

7. **Compliance with Laws.**

- (a) The Provider shall comply with all applicable federal, state, and local laws with respect to the Services performed under the terms of this Agreement. The Provider shall adhere to the regulations of the Occupational Safety and Health Administration (OSHA) with respect to the Services performed under the terms of this Agreement and the storing and dispensing of pharmaceuticals.
- (b) Each Party is responsible for compliance with all applicable laws, rules, regulations, or ordinances which may relate to its respective activities and responsibilities under this Agreement and are in compliance with the federal Medicare/Medicaid Anti-Kickback Statute. By virtue of this Agreement or otherwise, Parties will, at all times, refrain from willfully offering, paying, soliciting, or receiving remuneration in return for referring an individual to or from each other for the furnishing of any item or service reimbursed under the Medicare or other federal or state health care programs.

8. **Governing Law; Venue.** This Agreement, including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania without regard to conflict of laws rules. Venue for any action brought under this Agreement shall be the Court of Common Pleas of York County, Pennsylvania.

9. **Mutual Indemnification.** Each party hereby agrees to indemnify, defend and hold the other Party, its directors, officers, employees, agents and Affiliates harmless from and against any and all damages or other amounts payable to a Third Party claimant, as well as any reasonable attorneys’ fees and costs of litigation (collectively, “Damages”) arising out of or resulting from any claim, suit, proceeding or cause of action (each, a “Claim”) brought by a Third Party against a Party or its Representatives based on: (a) breach of any representation or warranty by the Indemnifying Party contained in this Agreement, (b) breach of any applicable Law by such Indemnifying Party, or (c) gross negligence or willful misconduct by such Indemnifying Party, its Affiliates, or their respective employees, contractors or agents. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall be deemed to be a direct or indirect waiver of or limitation to any sovereign or governmental immunity, in any respect, applicable to the District, its directors, officers, employees and agents (including, without limitation, under the Pennsylvania Political Subdivision Tort Claims Act) or impose liability, directly or indirectly, on the District and its directors, officers, employees, and agents from which it would otherwise be immune under applicable law.

10. **Amendment or Modification.** This Agreement will not be waived, changed, modified, extended, or discharged except by an agreement in writing, signed by the Parties.

11. **Non-Discrimination.** Both Parties shall assure that the Services provided pursuant to this Agreement are rendered without regard to race, color, ancestry, national origin, religion, creed, service in

the uniformed services (as defined in state and federal law), veteran status, sex, sexual orientation, marital or family status, pregnancy, pregnancy-related conditions, physical or mental disability, gender, perceived gender, gender identity, genetic information or political ideas.

12. **Excluded Individual/Entity.** The District represents and warrants that the District, its employees, and subcontractors, are neither debarred, excluded, suspended, or otherwise ineligible to participate in a federal health care program, nor have they been convicted of any health care related crime for the products and services provided under this Agreement (an "**Excluded Provider**"). The District shall promptly notify the Provider if it becomes aware that the District or any of its employees or subcontractors, providing the Services becomes an Excluded Provider, whereupon the Provider may terminate this order by express written notice for services not yet rendered, upon which any unused fees paid prior to the express termination date shall be refunded within thirty (30) days.

13. **Notice.** Any notice required under this Agreement shall be in writing and shall be given, and be deemed to have been duly given, upon the date delivered, if delivered personally, or upon the date received, if mailed postage pre-paid by certified mail return receipt requested, in either case addressed to the address of the other Party as indicated below, or to such other address as either Party may designate in writing by notice.

If to the Provider:

OSS ORTHOPAEDIC HOSPITAL, LLC
1855 Powder Mill Road
York, PA 17402
Attn. Chris Beaverson
cbeaverson@osshealth.com

If to the District:

SPRING GROVE AREA SCHOOL DISTRICT
100 E. College Avenue
Spring Grove, PA 17362
Attn: Jeff Laux
LauxJ@sgasd.org

14. **Confidentiality.** Both Parties agree to keep confidential and not to use or disclose to others during the Term and any renewal term of this Agreement or at any time thereafter, except as expressly agreed in writing by both Parties, or as required by law, any proprietary information, financial information, patient information or any matter the use or disclosure of which might reasonably be construed to be contrary to the best interests of the Parties.

15. **Mutual Cooperation.** The Parties shall reasonably cooperate with each other in carrying out their respective obligations hereunder.

16. **Severability.** If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement, and such severance shall have no effect upon the enforceability of the remainder of this Agreement, unless doing so would create a material breach, which would then render this Agreement null and void.

17. **No Assignment.** This Agreement shall inure to the benefit of and be binding upon the parties, their successors and permitted assigns. This Agreement shall not be assignable by either Party without the prior

written consent of the other Party, except by OSS to any of its affiliates or any successor in interest of Provider’s business.

18. **Non-Solicitation.** During the Term of this Agreement, the District shall not, unless acting with OSS’s express written consent, directly or indirectly (a) solicit, entice away or interfere with OSS's employment relationships with its Athletic Trainers, or (b) hire or assist another in the hiring of its Athletic Trainers.

19. **Good Faith and Fair Dealing.** The Parties agree to act in good faith and to deal fairly with one another in the interpretation, execution, performance and implementation of the terms and provisions of this Agreement.

20. **Entire Agreement.** This Agreement is the entire understanding and agreement of the Parties regarding its subject matter and supersedes all prior oral or written agreements, representations, understandings or discussions.

21. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Signatures sent by fax or electronic mail transmissions shall constitute originals.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the dates set forth below by their respective signatures.

OSS ORTHOPAEDIC HOSPITAL, LLC

SPRING GROVE AREA SCHOOL DISTRICT

DocuSigned by:

Signature 51A740A...

Signature

CEO

Title

Title

4/21/2023

Date

Date

Exhibit A
Services

1. The Services will include:
 - (a) The evaluation and treatment of minor injuries; and
 - (b) The application of first aid and other medical assistance as is reasonable and possible under the circumstances pending the arrival of ambulance services in the case of major injuries; and
 - (c) Preventative taping and strapping of athletes, as needed; and
 - (d) Providing nutritional information to student athletes; and
 - (e) Providing conditioning and flexibility training suggestions to the District coaching staff with the advice and consent of the team physician; and
 - (f) Providing recommendations for exercise or other physical measures for minor injuries under the directions, supervision and review of a physician; and
 - (g) Providing the District with accurate records of treatment rendered for all athletic injuries for which Provider renders treatment and of all rehabilitation procedures provided by Provider; and
 - (h) Request from the District the equipment and supplies required to render the Services in sufficient time to permit the District to obtain such equipment and supplies when required by Provider; and
 - (i) Facilitate communication between injured athletes, the Athletic Director, parent/guardian and the team or family physician.

2. Additional Services may include:
 - (a) Assist the District with parent injury education programs at parent meetings that are conducted at District schools periodically throughout the year.
 - (b) Assist with the establishment of the District school's athletic training room.
 - (c) Assist the District faculty and athletic coaching staff with the continuing education program for athletic coaching staff.
 - (d) Assist the District with the documentation and tracking of athletic injuries through its medical records system.

Exhibit B

District Responsibilities

- Provide adequate space for the Athletic Trainer to use specifically for the Services to assist in positive injury prevention, treatment and rehabilitative atmosphere that is accessible to all athletes of the District's athletic training programs, including appropriate equipment for the development of preventative and rehabilitation programs.
- Provide Athletic Trainer with necessary medical information including access to all physical exam forms as well as providing a secure filing location for medically related documents. The release of any medical information to the Athletic Trainer shall be in compliance with State law.

Exhibit C

Fees

Hourly rate for substitute coverage up to and including 40 hours per week:

Athletic Trainer	\$30.00
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Hourly rate for substitute coverage exceeding 40 hours per week:

Athletic Trainer	\$40.00
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