Athletic Training Services Agreement

Monroe County Community School Corporation wishes to provide the services of an athletic trainer for the wrestling programs at Jackson Creek Middle School, Tri-North Middle School and Bachelor Middle School. Therefore, an agreement will be entered into between Bloomington Hospital, Inc. (HOSPITAL), who provides athletic training services through the Hospital Department Rebound Rehabilitation and Sports Medicine (REBOUND) and the Monroe County Community School Corporation (MCCSC).

This service agreement between Bloomington Hospital, Inc. and Monroe County Community School Corporation regarding the provision of athletic training services has been entered into with terms as follows:

1.0 Term – The term of this Agreement is January 28, 2009 through March 15, 2009.

2.0 Law Governing – This Agreement is made pursuant to the laws of The State of Indiana, and questions as to its validity and effect shall be governed thereby without giving effect to the principles thereof relating to conflicts of law.

3.0 Services – A board certified, Indiana licensed athletic trainer (or athletic trainers) or a board certified, Indiana license eligible athletic trainer (or athletic trainers) will be made available to MCCSC for the term of the agreement in order to provide the services as identified in section 3.1. Monroe County Community School Corporation will encourage visiting teams to provide their own athletic trainer while competing at MCCSC.

3.1 Coverage will include home wrestling meets for Jackson Creek Middle School (January 28, February 11, February 19, February 24, March 5 - 2009), Tri-North Middle School (January 28, February 3, February 10, February 28, March 3, March 4 - 2009) and Bachelor Middle School (February 3, February 9, February 11, February 17 - 2009). MCCSC and/or the previously named middle schools are responsible for notifying Rebound of event cancellation, postponement, or changes in schedule.
3.2 Duties of the athletic Trainer shall include: Provision of basic first aid procedures, initial assessment and treatment of athletic injuries, return to play recommendations (solely based on the professional opinion of the athletic trainer in the absence of a physician) and referral to emergency care or physician as appropriate.

4.0 **Equipment and Facilities** – MCCSC shall purchase and properly maintain necessary equipment and supplies for the provision of athletic training services and participation in interscholastic athletics. MCCSC shall keep current its equipment inventory and shall maintain in safe condition its playing fields and practice areas. HOSPITAL shall not be responsible for the provision of supplies or equipment.

5.0 **Team Physician** – MCCSC shall appoint a team physician who shall oversee the athletic training services performed by HOSPITAL/REBOUND on behalf of MCCSC.

6.0 **Confidentiality** – MCCSC and HOSPITAL personnel shall maintain confidentiality in accordance with federal regulations with respect to medical information associated with the care of athletes.

7.0 **Records** – MCCSC shall provide office supplies, clerical assistance, reproduction forms related to athlete care and a secure space for storage of records.

8.0 **Compensation** – MCCSC shall pay for the provision of athletic training services as well as the mileage associated with travel related to the provision of the named services. Rate is as follows: $34.00 per athletic trainer, per hour for services identified in section 3.2 of the contract. There will be an additional supply usage charge of $60.00 ($20 per school) to cover the cost of materials utilized during the provision of services.

8.1 MCCSC will pay the total sum due for provision of services upon receipt of invoice to be sent at the conclusion of the wrestling season. The invoice will be itemized and reflect all of the services and related charges (including mileage and service rates) provided by REBOUND.

9.0 **Insurance** – MCCSC shall, at its sole cost and expense, obtain a maintain in full force and effect, during the continuance of the Agreement, general liability insurance to do business in the State of Indiana, with minimum limits of $1,000,000 per person for bodily injury, $1,000,000 per occurrence for bodily injury, and $100,000 per occurrence for property damage. Coverage shall be in effect while the athletic trainer is providing services on behalf of MCCSC as well as travel to and from the site where the said services are rendered. MCCSC is responsible for ensuring that the
assigned athletic trainer’s name (s) and HOSPITAL are added to MCCSC’s insurance policy. HOSPITAL employees rendering athletic training services may be covered by HOSPITAL’s liability insurance.

10.0 **Indemnification** – Both parties agree to indemnify the other and all their affiliates and employees harmless for any loss or liability of whatever nature, including reasonable attorney fees arising out of any acts or omissions of either party.

11.0 **Termination** – Either party may terminate this Agreement for cause, which shall mean a material breach or default in any of the terms or conditions of this Agreement by the other party upon not less than 60 days written notice to the other party specifying the alleged breach or default and the date on which termination will be effective; provided however, that is such case the party receiving such notice shall have 45 days following the receipt of such notice to cure the alleged breach or default to the reasonable satisfaction of the party originally providing the notice.

12.0 **Hospital Re-Organization** – This agreement shall not be terminated by the re-organization of HOSPITAL where HOSPITAL is not the surviving or resulting operating entity. In the event of any such re-organization, the provisions of this agreement shall be binding upon and shall inure to the benefit of the surviving or resulting operating entity.

13.0 **Miscellaneous** – This Agreement supersedes all previous agreements, discussions and understandings between MCCSC and HOSPITAL/REBOUND whether written or oral, relating to the subject matter hereof.

14.0 **Notice** – All notices and other communications given to a party under this agreement shall be in writing. This Agreement constitutes the entire agreement between the two parties and may not be amended except by a written statement signed by each of the parties. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subject breach thereof. In the event that any to the provisions, or portions thereof, of this agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions or portions thereof, shall not be affected.
IN WITNESS WHEREOF, HOSPITAL and MCCSC have each caused this Agreement to be executed by
their duly authorized representatives.

MONROE COUNTY COMMUNITY
SCHOOL CORPORATION

________________________________
Authorized Representative

BLOOMINGTON HOSPITAL, Inc.

________________________________
Larry Bailey
Chief Operating Officer
Bloomington Hospital, Inc.
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Bloomington, IN 47403

REBOUND's Point of Contact:
Dave Schroeder, PT
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