

**ATHLETICS PROGRAM PROFESSIONAL SERVICES AGREEMENT
SCHOOL YEAR 2021-2022
{INSERT NAME OF SCHOOL}**

This ATHLETIC TRAINING PROGRAM PROFESSIONAL SERVICES AGREEMENT (“**Agreement**”) is made by and between Exeter Hospital, Inc. located in Exeter, New Hampshire (“**Hospital**”), Core Physicians, LLC located in Exeter, New Hampshire (“**Core**”), and {insert name of school} located in {insert municipality}, New Hampshire (“**School**”) and is effective as of {insert date} (the “**Effective Date**”).

RECITALS

WHEREAS, Hospital is a charitable, not-for-profit duly licensed and accredited hospital whose mission “is to improve the health of the community ... principally by the provision of health services and information to the community in collaboration with Exeter Health Resources' other affiliates which share this mission”;

WHEREAS, Core, a multi-specialty physician group practice, is a charitable, not-for-profit limited liability company whose mission “is to improve the health of the community principally by the provision of health services and information to the community in collaboration with Exeter Health Resources' other affiliates which share this mission”.

WHEREAS, School is public educational facility that has an athletics program that requires (a) the support and services of a duly licensed and qualified athletic trainer to promote the health and well-being of its student-athletes and support the School’s athletics program and a duly licensed and (b) a duly licensed and qualified physician to supervise the athletic trainer and support the School’s athletics program;

WHEREAS, Hospital operates a Rehabilitation Services Department and employs duly licensed and qualified athletic trainers (singularly “**Athletic Trainer**” and collectively “**Athletic Trainers**”) and is willing to provide the professional services of one or more Athletic Trainers to support the School’s athletics program;

WHEREAS, Core employs duly licensed and qualified physicians capable of providing supervision for Hospital’s Athletic Trainers and other professional services to support School’s athletics program (singularly “**Physician**” and collectively “**Physicians**”) and is willing to provide the professional services of one or more Physicians to supervise Hospital’s Athletic Trainer and support the School’s athletics program;

WHEREAS, Hospital, Core, and School (each a “**Party**” and collectively the “**Parties**”) have agreed to collaborate to promote their shared missions upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the above recitals and the mutual

promises and covenants contained herein, the Parties agree as follows:

1. **Athletic Training Services; Exeter Hospital's Obligations**

- A. During each "season" (defined below), Hospital will provide a duly qualified and licensed Athletic Trainer to provide "Athletic Training Services" (defined below) for a daily block of time Monday through Saturday during or in connection with team practices and on-site or "home" games or other competitions sponsored by the School for up to a total of twenty (20) hours per week based upon a schedule mutually agreed upon, at least, one month in advance by the Hospital and the School. To the extent the Hospital assigns and schedules a specific Athletic Trainer to cover a daily block, the Hospital reserves the right to substitute another Athletic Trainer should the need arise; and, in such a case, the Hospital will notify the School of such substitution as soon as reasonably practical.
- B. Seasonal Schedule
1. Fall Season: "**Fall Season**" Athletic Training Services will begin one day prior to the first pre-season practice session as directed by the New Hampshire Interscholastic Athletic Association ("NHIAA") rules and regulations committee and will extend through the tournament schedule. During Fall Season, the School may split the standard single daily time block for Athletic Training Services into two time blocks during pre-season sessions with adequate notice to and the agreement of the Exeter Hospital's Senior Director of Rehabilitation Services.
 2. Winter Season: "**Winter Season**" Athletic Training Services will begin during the first winter practice session as dictated by the NHIAA rules and regulations committee and will extend through the tournament schedule.
 3. Spring Season: "**Spring Season**" Athletic Training Services will begin during the first Spring practice session as dictated by the NHIAA rules and regulations committee will extend through the tournament schedule.
- C. "Athletic training" means "athletic training" as defined in RSA 326-G:1, III, namely, the practice, with respect to injuries or conditions incurred by participants in organized or recreational sports, of:
1. Prevention;
 2. Assessment and evaluation;
 3. Acute care, management, treatment and disposition;

4. Rehabilitation and reconditioning; and
 5. Education, counseling and program administration (collectively “**Athletic Training Services**”).
- D. In coordination with and at the direction of the School’s Athletic Director, the Athletic Trainer will oversee the organization and management of the athletics programs’ “training room” (defined below).
- E. The Athletic Trainer will document the provision of Athletic Training Services to a student-athlete, including the referral of a student-athlete to another health care professional, in a format (e.g., handwritten records or electronic) directed by the School. In addition to authoring said records, the Athletic Trainer shall have primary responsibility for placing and maintaining such records in a locked cabinet or drawer or other secure location (e.g., an electronic file folder with restricted access) on a day-to-day basis, the School shall have primary responsibility for ensuring the overall security and confidentiality of such records. Upon the written request of the Athletic Director and/or School’s nurse, the Athletic Trainer will provide a copy of relevant records of Athletic Training Services provided to a student-athlete.
- F. The Athletic Trainer will refer a student-athlete to an appropriate health care professional, if indicated or at the request of the student-athlete’s parents or legal guardian(s) (hereinafter referred to collectively as “**parents**”). The Athletic Trainer will notify a student-athlete’s parents and coach, as well as the Athletic Trainer, and the School’s nurse, of any significant finding affecting the student-athlete’s well- being.
- G. When indicated, and with the approval and authorization of the student-athlete’s parents, the Athletic Trainer will consult with any health care professional to which the student-athlete was referred or is being treated to monitor the student-athlete’s course of treatment through a return to play. The Athletic Trainer will document the aforementioned authorization and consultations with a treating health care professional in accordance with Section E above.
- H. Based upon information available to the Athletic Trainer, the Athletic Trainer will keep a student-athlete’s parents and coach, as well as the Athletic Director and the School’s nurse, informed of a student-athlete’s progress from the initial onset of an injury or condition until the time the student-athlete resumes athletic participation via weekly progress reports.
- I. In the event an opposing team’s player (i.e., a student-athlete from another school) is injured during a game or other competition, the Athletic Trainer, as appropriate, will provide immediate first aid injury assessment/care. After the event, the Athletic Trainer will use best efforts to obtain

follow-up concerning the injured opposing team's student-athlete and report the results of said inquiry to the School's Athletic Director.

- J. The Hospital shall ensure (1) each Athletic Trainer assigned to provide Athletic Training Services under this Agreement is duly licensed and qualified to provide said services and (2) the assignment of a Physician to provide the direction necessary for the Athletic Training Services provided hereunder to comply with applicable federal, state and local laws and regulations.
- K. The Hospital will sponsor and hold sports injury clinics on a weekly basis at the Sports and Physical Therapy Clinic in Hampton, New Hampshire.
- L. The Hospital shall maintain general and professional liability insurance with minimum limits of one million dollars (\$1,000,000.00) per incident and three million dollars (\$3,000,000.00) in annual aggregate applicable to the provision of Athletic Training Services provided hereunder. In addition, the Hospital shall provide worker's compensation for all employees who provide services to the School under this Agreement. The Hospital will provide the School with a written certificate of said insurance coverage(s) upon request.

2. Physician Services; Obligations of Core.

- A. Core shall assign and provide a Physician to supervise the Hospital's Athletic Trainer in connection with the Athletic Trainer's provision of Athletic Training Services hereunder.
- B. Core, upon the request of a student-athlete or, as applicable, the student-athlete's parents, will arrange and provide a pre-season physical examination for the School's student-athletes at no cost to the student-athlete or School.
- C. Core, upon the request of a student-athlete or, as applicable, the student-athlete's parents, will arrange and provide complimentary ImPACT baseline testing, which enables the use of ImPACT's return to play protocols for managing a student-athlete who suffers a concussion.
- D. Core will assign and provide a Physician to provide on-site coverage for all the School's home football games.
- E. Core shall maintain general and professional liability insurance with minimum limits of one million dollars (\$1,000,000.00) per incident and three million dollars (\$3,000,000.00) in annual aggregate applicable to the provision of the "**Physician Services**" (defined as those services described in Sections 2(A) – (D) above) provided hereunder. In addition, Core shall

provide worker's compensation for all employees who provide services to the School under this Agreement. Core will provide the School with a written certificate of said insurance coverage(s) upon request.

III. Obligations of the School.

- A. The School shall provide an appropriate room to be designed as the “**training room**” for the Athletic Trainer’s use, which training room shall have a taping table, a supply cabinet, a hydroculator, access to an ice machine, a file cabinet with a lock, a chair and a desk, telephone and computer with access to the Internet and be capable of being locked.
- B. The School, at its sole cost and expense, shall provide necessary athletic training supplies as determined by the Athletic Director with input from the Athletic Trainer. For the avoidance of doubt, the School’s provision of the athletic training supplies necessary for the proper provision of the Athletic Training Services is a precondition of the Hospital’s obligation to provide Athletic Training Services hereunder.
- C. The School will provide the Athletic Trainer with the School’s written emergency medical protocols, as well as any other applicable written policies and procedures, and provide effective education and training to the Athletic Trainer on said protocols, policies, and procedures.
- D. The School acknowledges and agrees that the Athletic Trainer shall act for and on behalf of the School in making a final determination on whether an injured student-athlete may resume participating in practices or games or other competitions.
- E. If a student-athlete is being cared for by a personal physician or other health care for an injury or condition that adversely impacts the student-athlete’s ability to participate safely in the School’s athletics program, the School will ensure a note clearing the student-athlete to resume athletic participation written by the physician or other health care provider must be presented to the Athletic Trainer prior to the student-athlete’s return to participating in practices, games or other competitions.
- F. If the Athletic Trainer is not present when a student-athlete is injured, such as during an away game or practices not within the designated time block, the School shall ensure the student-athlete’s coach notifies the Athletic Trainer regarding any injury within 24 hours or as soon as possible to enable the Athletic Trainer to evaluate the student-athlete in a prompt manner.
- G. The School, at no cost or expense to the Hospital or Core, shall:

- i. Designate the Hospital as the School's "Official Provider of Athletic Training Services";
 - ii. Designate Core as the School's "Official Provider of Game Day Physicians";
 - iii. Designate and, if necessary, assist in the placement of banners and other postings bearing the Hospital's and Core's branding, information, and messaging in mutually agreeable locations on the School's campus;
 - iv. Place links to the Hospital's and Core's websites on the School's website with the above designations;
 - v. Place notices or advertisements in School publications in coordination with the Hospital and Core;
 - vi. Make public address announcements concerning the above designations during all events at with the Hospital and/or Core provide services under this Agreement; and,
 - vii. Collaborate with the Hospital and Core in other joint promotions and events, including the provision of periodic educational programs periodically, the goal of which will be to provide information on athletic injuries and their prevention and care for members of the School's community, such as the School's coaches, coaches for local recreational sporting teams, student-athletes, and parents and legal guardians of student-athletes.
- H. The School shall maintain general liability insurance with minimum coverage amounts of one million dollars (\$1,000,000.00) per claim or occurrence and three million dollars (\$3,000,000.00) in annual aggregate. If the School maintains such coverage on a claim made basis, it shall obtain "tail coverage" for a period of, at least, eight (8) years after each annual term of this Agreement. In addition, the School shall provide worker's compensation for all employees who provide service to the School under this Agreement. The School will provide the Hospital and Core with a written certificate of said insurance coverage(s) upon request.

IV. Term; Termination; Contract Renewal

- A. This Agreement shall remain in effect from {insert date} through {insert date}. Unless this Agreement is cancelled pursuant to its terms, the Agreement will renew automatically for successive one-year terms.
- B. Any Party, with or without cause, may terminate this Agreement by providing thirty (30) days' notice and submitting said notice of termination in writing to the other Parties.

V. **Indemnification.** Each Party agrees to indemnify, defend and hold harmless, as applicable, the other Parties, their trustees, directors, officers, employees, and agents from and against any loss, cost, damage, expense, claim or liability, including court costs and reasonable attorneys' fees, (collectively "**Liabilities**") arising out of the performance of this Agreement to the extent that such Liabilities arise from the negligence, gross or reckless misconduct, or intentional misconduct of the indemnifying party, its trustees, directors, officers, employees, or agents. A Party required to indemnify under this Agreement will have the right to defend any claims made against the indemnified party, to retain counsel of its choice, and to settle any such claim at its expense.

VI. **Relationship of the Parties; Legal and Regulatory Responsibilities.**

- A. This Agreement is not intended to create and shall not be construed as creating any relationship between the Parties other than that of independent entities contracting for the purposes of effecting the provisions of this Agreement. No Party nor any of its representatives will be construed to be the partner, associate, affiliate, joint venturer, agent, employer, employee, or representative of the other.
- B. Each Party hereto shall remain responsible for all applicable employer obligations in connection with the employment of their respective employees, including but not limited to wages, vacation pay, sick leave, retirement benefits, federal and state tax withholdings, FICA, and unemployment obligations, workers' compensation insurance coverage, disability insurance, employment insurance, severance pay, and employee records.
- C. The Parties shall comply in all material respects with all federal, state and local laws, rules and regulations and accreditation standards (if any) applicable to the performance of the Parties' respective obligations under this Agreement.
- D. Neither the Hospital's nor Core's entry into this Agreement is conditioned on a requirement or expectation that any injured student-athlete be referred to the Hospital, Core, or any Physician employed by Core for evaluation or treatment. The Parties acknowledge and agree that this Agreement is entered into by the each of them and the consideration exchanged, including any compensation paid under this Agreement, is remuneration for the specific services that are reasonably required and actually rendered, was negotiated at arms' length and represents fair value, and that such remuneration is not contingent upon, or based in any way, upon the volume or value of referrals nor is it intended to exercise influence over the judgment of the other party or any student-athlete with respect to referrals or the selection of any health care provider or facility.

VII. Miscellaneous.

- A. The Parties agree that they shall not, and that they shall not permit any employee or representative, to discriminate against any individual with regard to the subject matter of or services provided under this Agreement based upon such individual's age, race, color, national origin, sex or sexual orientation, gender or gender orientation, disability or any other protected class or category.
- B. This Agreement shall be construed in accordance with and governed by the laws of the State of New Hampshire. If any portion of this Agreement is determined to be void or unenforceable, such portion will be modified as mutually agreed upon or severed from the Agreement, and the remaining provisions will continue in full force and effect.
- C. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes and replaces all prior agreements, understandings, writings and discussions between the Parties with respect to issues addressed in this Agreement. It may not be amended except by a writing executed by all Parties.
- D. No failure to exercise, and no delay in exercising, any right, power, or privilege hereunder will operate as a waiver, and the right of such Party to require performance later will remain intact.
- E. This Agreement may not be assigned without the prior written consent of the other Parties.
- F. This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument.

Wherefore, the Parties through their duly authorized representatives have executed this Agreement and made it effective as of the Effective Date:

Exeter Hospital, Inc.

Core Physicians, LLC

{Insert Name and Title}

{Insert Name and Title}

Date: _____

Date: _____

{Insert Name of School}

