

SERVICES AGREEMENT

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THIS SERVICES AGREEMENT (the “Agreement”), made March 19, 2019 is by and between Lancaster General Medical Group (“LGMG”), a Pennsylvania non-profit corporation, and Warwick School District (“School”).

**BACKGROUND**

- A. School desires LGMG to provide certain athletic training services for School.
- B. LGMG desires to provide Services to School in accordance with the terms and conditions contained in this Agreement.

In consideration of the covenants and mutual promises set forth herein, the parties, intending to be legally bound, agree as follows:

1. LGMG Obligations.

- 1.1 Services. School hereby retains LGMG to provide certain athletic training services (the “Services”), as more fully described in Exhibit A, attached hereto and incorporated by reference. LGMG shall make available LGMG athletic trainers as mutually agreed upon by LGMG and School.
- 1.2 Qualifications. LGMG warrants that all of the Services performed under this Agreement will be performed in a professional and competent manner and by licensed athletic trainers (“ATs”) who possess the knowledge and skills necessary to perform the Services. ATs will have obtained and cleared the FBI Federal Criminal History Record, PA Child Abuse History Clearance, Pennsylvania State Police Criminal Record Check, and the Arrest/Conviction Report & Certification Form. LGMG shall provide a list of athletic trainers (“AT”) who may provide the Services under this Agreement.
- 1.3 Time Commitment, and Availability.
  - 1.3.1 Time. School has agreed to purchase three hundred (300) hours of the Services, as more fully described in Exhibit B.
  - 1.3.2 Additional Time. School may purchase additional hours, as more fully described in Exhibit B.
  - 1.3.3 Availability. School shall provide forty-eight (48) hours advance notice in order to guarantee coverage. LGMG will use its best efforts to work with School to accommodate requests with less notice.

2. School Obligations.
  - 2.1 School agrees to provide LGMG with an adequate area to furnish the Services as set forth in this Agreement.
  - 2.2 School agrees to reimburse LGMG for all pre-approved costs and expenses LGMG may be required to expend to carry out its duties under this Agreement. School agrees to provide all supplies and equipment deemed necessary by School and LGMG for the proper performance of LGMG's duties pursuant to this Agreement.
  - 2.3 School shall have a separate contract with a third party for Emergency Medical Services ("EMS Personnel"). Therefore, Services under this Agreement shall not include emergency medical services, unless such treatment is needed prior to arrival of EMS Personnel, or to assist EMS Personnel as needed.
  - 2.4 School shall furnish LGMG the schedules of all events for which LGMG has agreed in advance to provide the Services ("Events Schedule"). To the extent LGMG is asked to provide Services at events outside of the Events Schedule, LGMG shall, if possible, work with School to accommodate such requests as more fully described herein.
  - 2.5 School shall be responsible for gathering and storing signed consent to participate forms from all student-athletes, including, whether separate or incorporated, a consent to receive treatment from AT. School shall be responsible for maintaining these forms.
  - 2.6 School will list AT on appropriate vehicle insurance policies for the purpose of operation of appropriate motor vehicles, as necessary.
3. Independent Contractor. The parties acknowledge that LGMG and its employees and personnel are independent contractors of School. In no event will LGMG or any of its employees or personnel be deemed a joint venturer, partner, employee, or agent of School by virtue of this Agreement.
4. Term and Termination.
  - 4.1 Term. The initial term of this Agreement shall commence on August 1, 2019 ("Effective Date") and end July 31, 2020. Thereafter, this Agreement shall automatically renew for successive terms of one (1) year each unless terminated earlier in accordance with this Section 4. For the purposes of this Agreement, each year beginning on August 1<sup>st</sup> and ending on July 31<sup>st</sup> of the following year shall be deemed a "Contract Year."

- 4.2 Termination for Cause. In the event of a material breach of this Agreement by either party, the non-breaching party may terminate this Agreement at the time the breach is agreed upon by both School and LGMG.
- 4.3 Termination Without Cause. Either party may terminate this Agreement with or without cause, at any time, by providing the other party with thirty (30) days' prior written notice.
5. Payment Terms. In consideration of the Services provided by LGMG, School shall pay LGMG in accordance with the payment terms identified in Exhibit B.
6. Insurance. LGMG and each of its ATs providing the Services shall maintain professional-liability insurance in amounts not less than those required by state law.

School shall maintain commercial general liability insurance, including personal injury blanket contractual liability and broad form property damage covering the areas in which Services are provided, with minimum limits of \$1,000,000 per claim or occurrence and \$3,000,000 annual aggregate.

7. Notices. Any notice required to be given pursuant to this Agreement shall be in writing, addressed to each party at the addresses noted below. Notices will be deemed to have been received upon: (i) actual receipt; (ii) one (1) business day after being sent by overnight courier service; or (iii) three (3) business days after mailing by first-class mail, whichever occurs first.

If to LGMG:

With a Copy to:

Lancaster General Medical Group  
 1030 New Holland Avenue  
 Building 12A, Suite 100  
 Lancaster, PA 17602  
 Attn: President

General Counsel  
 Lancaster General Health  
 555 N. Duke Street  
 P.O. Box 3555  
 Lancaster, PA 17604-3555

If to School:

With a Copy to:

ATTN: Director of Secondary Education  
 Warwick School District  
 301 W. Orange St.  
 Lititz, PA 17543

8. Miscellaneous.

- 8.1 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania. Any

action arising out of the performance, interpretation, or validity of this Agreement shall be commenced and maintained, and venue shall exclusively lie, in Lancaster County, Pennsylvania.

- 8.2 Access to Records. Until the expiration of four (4) years after the furnishing of the Services, each party agrees to make available to the Secretary of Health and Human Services, the U.S. Comptroller General, and their representatives this Agreement and all books, documents, and records necessary to certify the nature and extent of the costs of the Services.
- 8.3 Assignment. This Agreement may only be assigned by either party upon the express written consent of the other party.
- 8.4 Amendments. This Agreement may not be modified in any respect other than by a written instrument signed by both parties.
- 8.5 Entire Agreement. This Agreement, and its referenced Exhibits, supersedes any previous agreements between the parties and constitutes the entire agreement between the parties. Both parties acknowledge that any statements or documents not specifically referenced and made a part of this Agreement shall have no effect.

The parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

LANCASTER GENERAL  
MEDICAL GROUP

WARWICK SCHOOL DISTRICT

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name Printed)

\_\_\_\_\_  
(Name Printed)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

## EXHIBIT A

### Services

Athletic Training Services covered under this Agreement:

- During the School Year, the AT will attend practices and games of the School's sports teams ("School Events"), except where the School has scheduled two or more School Events at the same time. In the event of conflict, the AT and the staff Athletic Trainer will determine which School Events are to be covered.
- Upon request, and with proper notification, AT will provide Services for additional events that are not School Events, such as playoff games.
- AT will see out-of-season and non-traditional student athletes as time permits, while granting first priority to in-season student athletes.
- AT will advise the School as to the supplies and training equipment required for the School's athletic training programs.
- AT will monitor athletic injuries and develop injury prevention training and programs with the advice and consent of School's team physicians.
- School is responsible for contracting with Emergency Medical Services ("EMS Personnel"), if so desired. Therefore, services under this agreement shall not include emergency medical services, unless such treatment is needed prior to arrival of EMS Personnel or to assist EMS Personnel as needed.
- LGMG will work to provide priority access for School student-athletes to LGMG physical therapy at all Lancaster General Health locations.
- LGMG shall provide information and treatment protocols to School and student-athletes regarding concussions and other common sports injuries, as well as guidelines addressing post-injury return-to-play.
- LGMG shall provide physicals to the School's athletes prior to the sports season at no cost to the student. Physicals will be available to students at a mutually agreeable location.

## **EXHIBIT B**

### **Compensation**

School shall compensate LGMG in accordance with the following schedule:

- 2018-2019 School Year: School will pay nine thousand dollars (\$9,000.00) (“Annual Fee”) for the purchase of 300 hours of athletic training services during the Term of this Agreement. Any unused hours will roll over to the following Contract Year.
- Additional coverage may be purchased under this agreement for thirty dollars (\$30.00) per hour (“Overtime Hours”).
- School may elect to compensate LGMG for the Annual Fee in twelve equal monthly installments or one lump sum at the start of each Term. School shall remit payment to LGMG for all Overtime Hours worked on a monthly basis no later than the fifteenth (15th) of the month for Overtime Hours served in the month prior.