

## SERVICE AGREEMENT

This Agreement is entered into on the first day of August 2014 by and between Cayuga Medical Center at Ithaca ("Medical Center"), a not-for-profit corporation with its principle office located at 101 Dates Drive, Ithaca, New York 14850 and **Homer Central School District** ("School District") at 80 South West Road, Homer, New York 13077.

WHEREAS, the Medical Center has determined that a need exists for the provision of sports medicine health services for School District students participation in School District sports programs; and

WHEREAS, the Medical Center has staff members who have expertise in the field of sports medicine which could serve to improve the quality and safety of students participating in School District sports programs.

WHEREAS, School District desires to engage the Medical Center to provide the services identified herein as part of its school health and safety program.

NOW THEREFORE, in exchange for the mutual covenants herein, the parties agree as follows:

1. DESCRIPTION OF SERVICES. The Medical Center will provide the School District with a part time NATA Certified Athletic Trainer to work 13 hours per week and cover home football games from August to June in order to meet the School District's needs outlined below:

- a. Provide training room hours from 2:15pm to 5:00pm Monday, Wednesday, Thursday, and Friday;
- b. Provide training room hours from 11:30am-1:30pm Tuesdays
- c. The Athletic Trainer, the School District's health staff and coaches will continually correspond regarding student athletes in need of and receiving athletic training services; care for the student athletes at Homer Central School is a priority for the Athletic Trainer; for those instances when there are no students or student athletes in need of athletic training services as communicated among the parties listed above, the Athletic Trainer will be made accessible to the Medical Center for coverage needs in other areas of the Sports Medicine department
- d. Cover all Varsity and JV home football games; varsity wrestling, boys and girls' Varsity and JV lacrosse
- e. Monitor weather conditions for potential heat illness or lightning;
- f. The Athletic Trainer will provide basic emergency care of any injured athlete, including referral for emergency care;
- g. The Athletic Trainer will evaluate athletic injuries and provide recommendations to athletes, coaches, and parents for self care and home management and/or referral to a physician;
- h. The Athletic Trainer will provide treatment/rehab, if appropriate, as determined necessary by assessment;
- i. The Athletic Trainer will communicate with family, caregiver, coaching staff, Cayuga Medical Center staff, student trainer's and physician in case of injury, to ensure continuity in care rendered;

- j. The Athletic Trainer will consult with physician, school nurse, and coaches concerning returning to play after injury;
- k. Responsible for the up-keep of the Athletic Training room;
- l. Responsible for inventory of all athletic training equipment and supplies;
- m. Responsible for athletic training room/supply budget along with Athletic Director.

2. OTHER SERVICES:

- a. The School District coaches will be invited to attend all community Sports Medicine and Athletic Performance Lectures/workshops offered by Cayuga Medical Center at no cost;
- b. The Athletic Trainer will be fully trained in the use of ImPACT concussion software and perform baseline testing on student-athletes participating in contact sports if requested by School District;
- c. The School District coaches will have access via the Athletic Trainer to the Medical Center's Sports Medicine and Athletic Performance team that consists of physicians, athletic trainers, physical therapists, exercise physiologists, and nutritionists;
- d. The Athletic Trainer and Medical Center's Sports Medicine Team will assist the Athletic Director by recommending policies governing injuries related to athletes;
- e. The Athletic Trainer will serve as liaison between the School District and families of student athletes;
- f. The Athletic Trainer will work closely with members of the School District's health staff and coaching staff to assure the best possible medical care of student athletes;
- g. The Athletic Director will be notified of changes in the Athletic Trainer coverage schedule. Substitutions are permitted, assuming the replacement has appropriate certifications, upon notification of the Athletic Director;
- h. The School District will provide the necessary equipment and supplies for the Athletic Trainer to perform all the responsibilities outlined in this agreement.

3. COMPENSATION.

3.1 Rates. For the services rendered under this agreement, School District shall pay to the Medical Center \$17,325 in 10 equal monthly installments of \$1,733 commencing September 2014. Rates for services shall increase annually by 3% on contract renewal date.

3.2 Payments. The Medical Center shall forward a monthly invoice to School District for the services provided the prior month. The School District shall make all payments due to Medical Center within thirty (30) days following the receipt of an invoice. Questions regarding an invoice may be directed to the Accounting Office (607-274-4145).

4. TERM AND TERMINATION. This Agreement shall commence on August 1, 2014 and end on June 30, 2015.

4.1 Renewal. The Agreement will be automatically renewed for subsequent terms of August 1- June 30, unless either party gives notice of intent not to renew by July 1 of the

then current year.

4.2 Termination without Cause. After the first year of the Agreement, either party may terminate this Agreement at any time, without cause, by providing at least ninety (60) days prior written notice.

4.3 Termination for Cause. If either party breaches this Agreement and fails to correct the breach to the reasonable satisfaction of the injured party within thirty (30) days following a written notice ("Notice of Breach") from the non-breaching party specifying the breach, then the non-breaching party may cancel this Agreement by giving written notice of cancellation ("Notice of Cancellation") to the other party; provided, however, if the breach cannot reasonably be cured within said thirty (30) day period, this Agreement may be terminated only if the breaching party fails to use reasonable diligence to commence to cure within said thirty (30) days.

5. RELATIONSHIP OF PARTIES. In the performance of the services hereunder, Medical Center shall be and at all times carry out the duties and obligations of this Agreement as an independent contractor. Nothing herein shall be construed to create an employer-employee relationship between the Medical Center and School District, or between Medical Center employees and School District, or between School District and the Medical Center's employees.

6. CONFIDENTIALITY. During the term of this Agreement, School District may have access to and become familiar with confidential and proprietary information owned by the Medical Center. School District shall not, during any term of the Agreement, or at any time thereafter, use or disclose to any other person or entity any of such information for its own benefit or for the benefit of any other person or entity. All files, records and other forms of data relating to Medical Center business shall belong to Medical Center and may not be removed by School District, copied or usurped under any circumstances.

7. ASSUMPTION OF LIABILITIES. Neither party shall assume or be responsible for any of the existing or future obligations, liabilities or debts of the other party.

8. INDEMNIFICATION. Each party covenants to indemnify and hold the other harmless from any and all losses, damages or liability, including attorney's fees, arising out of negligence or other unlawful malfeasance or nonfeasance by the party or parties, servants, agents or employees upon or in relation to the fulfillment of duties under this Agreement. Each party further covenants to the other that, in any case of claim or demand is asserted against it which may result in liability to the other, that it shall give prompt notice thereof in writing to the other party and shall cooperate in the investigation of any such claim or defense of any action arising there from.

9. LIASONS. School District and the Medical Center shall each designate liaison representatives. Until changing them in writing, the liaison for School District will be Mike Carboine, Director of Athletics, (607) 749-1213 and the liaison representative for the Medical Center will be Margaret Vence, Director, Sports Medicine and Athletic Performance (607) 252-3580.

10. MISCELLANEOUS.

10.1 Waiver. In the event a term or condition of this Agreement should be breached by either party and thereafter waived by the other party, then such waiver shall be limited to the particular breach either prior or subsequent to the breach so waived.

10.2 Integration. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties and may not be modified or amended except in a written amendment signed by both parties.

10.3 Choice of Law. This agreement shall be governed by laws of the state of New York. The Supreme Court, Tompkins County, shall have exclusive jurisdiction over any action or proceeding arising from or related to this agreement, and the parties consent to jurisdiction and venue in such court. If any legal proceeding is commenced regarding this agreement, the losing party shall pay to the prevailing party the prevailing party's attorney's fees and expenses.

10.4 Notices. Any notice, demand or communication required, permitted, or desired to be given hereunder shall be deemed effectively given when personally delivered or mailed by prepaid certified mail, return receipt requested, addressed as follows:

Cayuga Medical Center at Ithaca  
101 Dates Drive  
Ithaca, New York 14850

Homer Central School District  
80 South West Road  
Homer, New York 13077

**IN WITNESS WHEREOF**, Medical Center and Agency have executed this Agreement, effective the day and year first written above.

**Cayuga Medical Center at Ithaca, Inc.**

**Homer Central School District**

By:  / 5/23/14  
John Collett, VP / CFO Date

By: \_\_\_\_\_ / \_\_\_\_\_  
Michael Falls, Director Business Date