

**ELMIRA HEIGHTS CENTRAL SCHOOL DISTRICT  
ATHLETIC TRAINING SERVICES**

**2023-2024 SCHOOL YEAR**

**MIKE BENNETT  
DIRECTOR OF ATHLETICS**

2083 COLLEGE AVENUE

ELMIRA HEIGHTS, NY 14903

**ELMIRA HEIGHTS CENTRAL SCHOOL DISTRICT  
ELMIRA HEIGHTS, NY  
ATHLETIC TRAINING SERVICES AGREEMENT**

THIS AGREEMENT for athletic training services is made this 12th day of July, 2023, by and between Elmira Heights Central School District, located at 2083 College Avenue, Elmira Heights, NY 14903 hereinafter referred to as the “School,” and the Arnot Health System, with its principle location at 600 Roe Avenue, Elmira, NY 14905, hereinafter referred to as the “Hospital.”

**BACKGROUND:**

WHEREAS, School desires certain athletic training services, including but not limited to, office hours in the athletic training room, home game supervision, and medical assistance services performed in connection with the school’s athletic program.

WHEREAS, Hospital has agreed to perform such services on behalf of School under terms and conditions as set forth in this Agreement.

School desires to retain and engage Hospital to provide such health care personnel to perform such services and Hospital agrees to provide personnel to perform such services upon terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties, intending to be legally bound, and in consideration of the mutual covenants and agreements herein contained, do hereby agree as follows:

**SERVICES:** All services provided will be performed by legally qualified individuals. Hospital agrees to provide at least one licensed athletic trainer to participate in (i) home game coverage for all football games per each date requested; (ii) office hours in the athletic training room up to two hours per week for all student-athletes; (iii) attendance at each pre-season coaches and parents meeting; and , (iv) baseline concussion and management testing for all athletes participating in contact sports. At all times, the licensed athletic trainer(s) will act within the scope of practice of education and training as defined in the Rules and Regulations of the New York State Athletic Training Practice Guidelines. The services will be requested and directed by the Director of Athletics and include, but are not limited to (i) preventative taping and

strapping of athletes, as needed; (ii) the evaluation and treatment of minor injuries; (iii) providing recommendations for exercise or other physical measures for minor injuries; (iv) 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; (v) facilitation of a follow-up physician office visit if necessary and desired; and, (vi) coordination of physical therapy appointments if necessary and desired. Hospital shall not be liable or responsible for any medical costs in connection with any student athlete. In addition, Sports Performance and Readiness Screens conducted by licensed physical therapists will be available upon request for any sports team at no cost to the School.

**EQUIPMENT & SUPPLIES:** School will supply all athletic training equipment and supplies to be used during game coverage, including but not limited to taping supplies, ice, first aid kit and AED.

**TERM and TERMINATION:** Hospital agrees to provide athletic training services to School from a period of August 14, 2023 to June 22, 2024 to cover athletic training needs at Thomas Edison High School in Elmira Heights, NY. Either party shall have the right to terminate this Agreement, with or without cause, by giving at least 30 days prior written notice to the other party; and upon expiration of such thirty (30) day notice period, this Agreement shall be terminated and all obligations, duties and responsibilities of the parties shall cease, except that School shall be obligated to pay any compensation payments due and owing to Hospital.

**CONFIDENTIALITY:** Hospital shall maintain the confidentiality pursuant to state and federal law of all student-athlete information it obtains in connection with the performance of its duties hereunder. In addition, the athletic trainer will provide appropriate documentation of all services it provides concerning an injury to the Director of Athletics upon request.

**INDEMNIFICATION:** Hospital shall indemnify, defend, and hold the School harmless from and against any and all liability, judgments, costs, damages, claims or demands, including, without limitation, reasonable attorney's fees, arising out of the negligent acts or omissions of Hospital in the performance of the Services. Notwithstanding any other provision contained herein, Hospital and its employees, officers, directors, independent contractors, agents and representatives, shall not be liable to the School for any consequential, incidental or special damages, whether in contract or in tort, including, but not limited to lost profits, economic loss or other losses by the School arising out of, or in connection with, Hospital's obligations under this Agreement. The School shall indemnify, defend, and hold the Hospital harmless from and against any and all liability, judgments, costs, damages, claims or demands, including, without

limitation, reasonable attorney's fees, arising out of the negligent acts or omissions of School related to the provisions of this agreement. Notwithstanding any other provision contained herein, the School and its employees, officers, directors, independent contractors, agents and representatives, shall not be liable to the Hospital for any consequential, incidental or special damages, whether in contract or in tort, including, but not limited to lost profits, economic loss or other losses by the Hospital arising out of, or in connection with, the School's obligations under this Agreement.

**NON-SOLICITATION:** During the initial term, and for a period of twelve (12) months after the expiration or earlier termination of this Agreement, the School covenants and agrees that it will not, directly or indirectly, through any director, officer, employee, agent, staffing agency, or affiliate, without the express written consent of Hospital, solicit, contract, engage, hire or employ any person who is, or at any time was, an employee of Hospital.

**PROMOTION:** Hospital shall be permitted to place a promotional material (i.e. banner, sign, tent, etc.) at a mutually agreed upon location at each event at which Hospital is providing the Services. Hospital shall be permitted to place written advertisements in all sports programs at no additional charge. Hospital will receive, at the discretion of the Director of Athletics, a minimum of 1 PA announcement at every home football game promoting Hospital as the Sports Medicine Provider at the event. Hospital will be permitted to distribute pre-approved marketing materials in print or otherwise to coaches, student-athletes, and families at the start of each season. Hospital will be permitted to use the School's logo, and to state that Arnot Heath is the Official Sports Medicine Provider for the Elmira Heights School District, on its website, in print, in commercials, and in social media for marketing purposes.

**SCHEDULE:** Hospital agrees to provide Athletic Training Services to School for all home football games. Services will begin 1 hour prior to the start of competition and continue throughout the duration of the competition. Any changes to the schedule should be communicated to Hospital as soon as possible. Every effort will be made to accommodate any schedule changes. In addition, Hospital agrees to cover any post-season home football games that are added to the schedule at the conclusion of the regular season. Hospital agrees to provide office hours for 2 hours per week on a mutually agreed upon schedule. Hospital agrees to consider additional coverage of home athletic contests as mutually agreed upon at the start of each season and pending athletic trainer availability at the rates provided per game.

**COMPENSATION:** School agrees to pay Hospital \$3,750 in exchange for the services described herein. An invoice for \$1,250 will be billed at the beginning of November 2023, March 2024, and June 2024. Any

home athletic contest coverage, in addition to home football games, will be invoiced at the conclusion of each season according to the fee schedule below.

Payments should be made to:     Arnot Health  
  Attn: Cindy Bullard  
  600 Roe Ave.  
  Elmira, NY 14905

Hospital will consider additional athletic training coverage pending athletic trainer availability at the following rates:

- Game/Match - \$135
- ½ Day (4 hours) - \$200
- Full Day (6+ Hours) - \$350

Additional office hours will be considered upon request at a rate of \$45.00 per hour.

**Elmira Heights Central School District**  
**2083 College Avenue**  
**Elmira Heights, NY 14903**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: Board of Education President

**Arnot Health**  
**600 Roe Avenue**  
**Elmira, NY 14905**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed: Jonathan I. Lawrence, MHA, FACHE

Title: President & CEO, Arnot Health, Inc.