

## ATHLETIC TRAINER SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“Agreement”) is effective on July 1, 2021 (the “Effective Date”), and entered into July 15, 2021, by and between THE METHODIST HOSPITALS, INC., an Indiana nonprofit corporation (“Methodist”) and the HOBART HIGH SCHOOL (“Hobart”).

WHEREAS, Methodist is a nonprofit corporation which operates a fully-integrated healthcare delivery system that provides comprehensive healthcare and related services to the citizens of Lake County, Indiana, and beyond, including the provision of sports medicine services; and,

WHEREAS, Hobart has determined there is a need to engage an entity to provide sports medicine services in support of Hobart High School and desires to engage Methodist to provide the sports medicine and related services contemplated herein; and,

WHEREAS, Methodist employs and/or contracts with staff, who is qualified by reason of education, training, and experience, to provide the services contemplated herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### 1. RESPONSIBILITIES AND DUTIES OF METHODIST

1.1 **Services.** Hobart hereby engages Methodist to provide certain sports medicine services, as set forth in **Exhibit A**, which is hereby incorporated into and made part of this Agreement (“Services”). Methodist hereby accepts such engagement and agrees to provide said Services in accordance with the terms of this Agreement. Methodist shall provide the Services through employees and/or contractors (“Methodist Staff” or “Staff”) who are qualified and appropriately licensed, certified and/or registered, to the extent required, to perform all functions assigned to them in connection with the provisions of Services contemplated herein. Hobart acknowledges and agrees that Methodist’s Staff who are not physicians shall not be responsible for providing professional medical services.

1.2 **Coordination of Services.** In order to meet its obligations hereunder, Methodist’s Staff shall:

1.2.1 Be duly licensed, certified and/or registered, to the extent required, in the State to perform the required functions;

1.3 **Professional Liability Insurance.** Methodist shall carry professional liability (malpractice) insurance in amounts sufficient to qualify as a provider under the Indiana Medical Malpractice Act covering Methodist and its employees providing services under this Agreement. Methodist shall also carry general liability insurance in the minimum amount of One Million and No/100

(\$1,000,000.00) Dollars per occurrence and Three Million and No/100 (\$3,000,000.00) Dollars annual aggregate covering Methodist and its employees providing services under this Agreement.

1.4 **Replacement of Athletic Trainer.** In the event that Hobart's Athletic Director is not satisfied with the performance of the Methodist's Staff, Methodist will assume the responsibility of replacing him/her with a mutually agreed upon replacement in a timely fashion in order that there is no break in services for Hobart. The Athletic Director must have just cause for immediate dismissal. Otherwise, prior to dismissal, efforts will be made to coach and modify the issues surrounding the performance. If coaching is not successful and do not yield positive change, Methodist's Staff will be replaced.

## 2. **RESPONSIBILITIES AND DUTIES OF HOBART**

2.1 **Coordination of Services.** Hobart shall be responsible for the following:

2.1.1 Providing a contact person with Hobart's management for Methodist's Staff to communicate;

2.1.2 Providing certain administrative services to Methodist's Staff as specified herein; and,

2.1.3 Providing the necessary forms, information, coordination and support to assist Methodist's Staff in meeting regulatory guidelines.

2.2 **Insurance.** Hobart shall carry, or provide through self-insurance, and at all times maintain in full forces and effect, general liability insurance in the minimum amount of One Million and No/100 (\$1,000,000.00) Dollars per occurrence and One Million and No/100 (\$1,000,000.00) Dollars annual aggregate covering Hobart and all activities that Hobart coordinates or otherwise promotes.

2.3 **Consent.** Hobart shall obtain a signed, written copy from all participants engaging in any activities sponsored, organized, or coordinated by Hobart, for which Methodist's Services will require consent in a form typically used by Hobart for its student athletes. Hobart agrees to provide Methodist with a copy of all waivers and authorizations for each participant prior to the provision of services by Methodist hereunder.

2.4 **Compliance with Athletic Trainer's Decisions.** Hobart coaches shall comply with the decisions of Methodist's Staff regarding an athlete's playing status. There shall be no interference by any coach with Methodist's Staff performing his/her duties. Any such disputes will be brought to the immediate attention of the Athletic Director for appropriate mitigation.

### 3. COMPENSATION FOR SERVICES

As compensation for services provided pursuant to the terms of this Agreement, Hobart shall pay Methodist the sum of Twenty-Six Thousand and 00/100 (\$26,000.00) Dollars for services provided during each School Year as set forth in Exhibit A (“School Year”). For each School Year this compensation shall be payable in ten (10) equal installments of Two Thousand Six Hundred and 00/100 (\$2,600.00) Dollars each, with the first installment due on August 1 of the School Year and the remaining installments due on the first day of each month thereafter and with the final installment due on May 1 of the School Year. Methodist shall prepare and submit a monthly invoice to Hobart describing the services performed.

The parties hereby acknowledge and agree that such compensation shall represent fair market value of services actually rendered, and that no remuneration or benefits of any kind shall be exchanged between the parties related to any manner to the value or volume of patient referral between the parties.

### 4. RELATIONSHIP TO THE PARTIES

In performing the Services set forth herein, Methodist is acting as an independent contractor, and neither Methodist nor any of its Staff shall be considered employees of Hobart. It is acknowledged and agreed by the parties that, as an independent contractor, Methodist retains the right to contract with and provide its services to facilities and persons other than Hobart or any participants covered under this Agreement and nothing in this Agreement shall be interpreted as limiting or restricting that right in any way. In no event shall this Agreement be construed as establishing a partnership or joint venture or other similar relationship between the parties, and nothing herein contained shall be construed to authorize either party to act as agent for the other. Except as otherwise stated in Paragraph 5 of Exhibit A, neither Methodist nor any of its Staff shall be subject to any Hobart personnel policies solely applicable to Hobart’s employees, or be eligible for any employee benefit plan offered by Hobart.

### 5. TERM AND TERMINATION

5.1 **Term.** The term of this Agreement shall begin July 1, 2021 (“Commencement Date”), and continue through June 30, 2022. This Agreement may be renewed or extended only upon the prior written agreement of the parties.

5.2 **Termination.** Notwithstanding anything herein to the contrary, this Agreement shall be terminated at any time as follows:

5.2.1 Whenever Hobart and Methodist shall mutually agree to the termination in writing; or

5.2.2 Except as provided elsewhere in this Agreement, with cause by either party upon the default by the other party of any term, covenant or condition of this Agreement, where such default continues for a period of ten (10) business days after the defaulting party receives written notice thereof from the other party specifying the existence of such default; or

5.2.3 Without cause by either party upon at least thirty (30) days prior written notice to the other party in which case the Agreement shall terminate on the future date specified in such notice; or

## 6. MISCELLANEOUS

6.1 **Notices.** Notices under this Agreement shall be in writing and shall be deemed to have been properly given if hand delivered or duly sent by certified mail or by a nationally-recognized overnight delivery service (i.e. UPS or FedEx) to the address set forth herein or at such other address as either party hereto from time to time may have designated by written notice to the other party:

**If to Methodist:** The Methodist Hospitals, Inc.  
Attn: President and CEO  
600 Grant Street  
Gary, Indiana 46402

**If to Hobart:** Central Administration Office  
Attn: Dr. Peggy Buffington, PhD, Superintendent  
32 East 7<sup>th</sup> Street  
Hobart, Indiana 46342

6.2 **Non-Discrimination.** Without limitation of any provision herein set forth, Methodist expressly agrees to abide by any and all applicable Federal and/or State statutes, rules, and regulations including, without limitation, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as may be from time to time modified or amended. Methodist further agrees to hold Hobart harmless from any and all liability arising from any breach of this covenant.

6.3 **E-Verify Program.** Methodist shall enroll in and verify the work eligibility status of all newly hired employees through the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L.104-208), Division C, Title IV, § 403(a), as amended (the "E-Verify Program"). Notwithstanding the foregoing, Methodist is not required to verify the work eligibility status of all newly hired employees of the Methodist through the E-Verify Program if the E-Verify Program no longer exists.

6.4 **Investment in Iran.** Methodist certifies that it is not engaged in investment activities in Iran, as defined by I.C. §5-22-16.5-8.

6.5 **Background checks.** Methodist shall comply with Ind. Code § 20-26-5, *et seq.* In particular and if requested, Methodist shall provide to the Hobart, or consent to Hobart having performed, a criminal history check for each Methodist Staff or Staff as services to be provided entail direct, ongoing contact with children. Hobart may pose questions about the criminal history check. Failure to answer honestly any questions related to the criminal history is cause for immediate termination of this Agreement.

6.6 **Confidentiality of Information.** The Parties agree to maintain the confidentiality of all medical and educational records and information in compliance with applicable federal and state laws including, but not limited to HIPAA, HITECH, and FERPA.

6.7 **Compliance With Applicable Law And Regulation.** Each party agrees to comply with all applicable federal, state, and local laws and regulations.

6.8 **No Obligation To Make Referrals.** The parties acknowledge that nothing contained herein shall be interpreted to require or obligate Hobart or any team member, participant, or spectator to utilize the services of Methodist, any Methodist Staff, or any Methodist facility. The parties further acknowledge that none of the benefits granted the parties under this Agreement is conditioned on any requirement or expectation that Hobart make referrals to, be in a position to make or influence referrals to, or otherwise generate business for Methodist. The parties further acknowledge that neither Hobart nor any Hobart participant or spectator is restricted from receiving any service. Additionally, and notwithstanding any other term of this Agreement, the parties agree that no term of this Agreement shall be interpreted as restricting or limiting in any way any patient's choice of provider for any healthcare service, including, but not limited to, those falling within the scope of the Services hereunder.

6.9 **Waiver.** The wavier of any breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition.

6.10 **Assignment.** This Agreement and the rights and interests hereunder may be transferred or assigned by Hobart or Methodist only with the prior written consent of the other party. Notwithstanding the previous sentence, Methodist shall have the right to transfer or assign any rights and interests hereunder in the event that Methodist, or any portion, is merged with or sold to a successor.

6.11 **Modification.** No amendments or additions to this Agreement shall be binding unless such amendments or additions are in writing and signed by Methodist and Hobart, except as herein otherwise provided.

6.12 **Entire Agreement.** This Agreement, and all Exhibits, represents the entire Agreement between the parties wherein Hobart desires to retain the Services of Methodist as contemplated herein. This Agreement supersedes and renders null and void all other written or oral agreements related to the subject matter of this Agreement.

6.13 **Governing Laws And Venue.** This Agreement shall be governed by the laws of the State of Indiana. Any suit, action, or resolution of any dispute arising from this Agreement shall be instituted and maintained in the federal or state courts of Lake County, Indiana.

6.14 **Severability.** In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms.

6.15 **Attorney's Fees.** In the event of any dispute relating to this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

**METHODIST:**

**THE METHODIST HOSPITALS, INC.**

By: \_\_\_\_\_

Matthew Doyle  
President and CEO

**HOBART:**

**HOBART HIGH SCHOOL**

By: \_\_\_\_\_

Dr. Peggy Buffington, PhD  
Superintendent

545088.1/6367-1990-277

## **EXHIBIT A**

### **Description of Services**

1. For the 2021/2022 School Year, Methodist will provide as needed athletic training services to Hobart as set forth below beginning July 1, 2021 and continuing through June 30, 2022.

### **Hours of Service Per Week**

The dates, hours and times of services to be provided shall be mutually agreed by the parties.

This coverage is intended to be in addition to Hobart's Athletic Trainer coverage of events, not in lieu of Hobart's Athletic Trainer coverage. As needed athletic training services include supplying at least one (1) certified athletic trainer to: (a) provide medical triage, on-site rehabilitation of athletes with oversight of a covering physician, and any pre-participation treatments deemed necessary by a physician, for all varsity High School football contests and for other home athletic contests and practices, including Middle School home football contests; away IHSAA tournament games if requested; and tournament games to be held at Hobart High School in which Hobart may not be participating; (b) be available for physical days, monthly coaches meetings, pre-season meetings, and award night events and all other sports-related events as requested and deemed necessary by the Athletic Director; (c) provide basic coaching education regarding student-athlete injuries and return capabilities; and (d) manage the Concussion Care Policy at Hobart in compliance with Indiana State Law (I.C. 20-34-7), assist Hobart in becoming compliant with said law, and assist Hobart in implementation of and/or management of a Concussion baseline and post-concussion testing program.

2. All athletic training treatments and supplies will be provided based on medical necessity as determined by on-site athletic training and/or Methodist covering physician.

3. Methodist will have at all times proof of certification and/or licensure, athletic training policy and procedures, and physician guided first aide and triage protocols.

4. Methodist will not be ultimately responsible for making any decisions related to whether or not the playing environment is conducive to play/competition, including each field's condition, any possible barriers to safe play on or beside the fields, and the cessation or delay of play due to inclement weather. Hobart personnel will assume this responsibility for all game play.

5. Methodist's Staff, as employees and/or contractors of Methodist, will be held to Methodist's codes of conduct, attire, and professionalism, and shall be subject to Methodist's personnel policies concerning drug screenings and/or background checks. Methodist Staff will also be subject to any applicable school/district policies and procedures relating to codes of conduct, dress codes, drug screenings or background checks, provided that Methodist will not be responsible for the funding of any "additional" (outside of the existing Methodist policies and procedures) drug screenings and/or background checks.

6. Methodist will not be obligated for the organization of a pre-participation physical screening, but may assist in providing an opportunity for Hobart student-athletes to obtain a pre-participation physical screening by the end of the fall semester.

7. Methodist will serve as a medical liaison between the student-athlete, student athlete's parents/guardians, medical professionals, personal trainers/strength and conditioning specialists, and coaches to ensure optimal communication between above parties. Physician will not be responsible for scheduling appointments with the above mentioned parties or attending visits to any of the above mentioned parties, although this may occur on occasion.

8. Methodist's Staff will conduct themselves in accordance with the National Athletic Trainers' Association Code of Ethics, provider Policies and Procedures, and Hobart Policies and Procedures. In the practice of Athletic Training, Methodist's Staff will comply with Indiana State Law (I.C. 25-5) and follow "best practices" as outlined in the various policy statements of the National Athletic Trainers' Association.

9. An additional athletic trainer or athletic trainers will be provided by Methodist upon request of Hobart's Athletic Director on the rare occasion that safety is a concern due to multiple home events.