

AGREEMENT FOR ATHLETIC TRAINING, WELLNESS SERVICES AND LEASE OF SPACE

This agreement is an Intergovernmental Agreement by and between Henry Hospital District d/b/a Hammond-Henry Hospital hereinafter called Hospital, and Geneseo Community Unit School District #228, hereinafter called School.

The parties in consideration of the mutual covenants and agreements contained herein agree as follows:

A. Athletic Training

1. That Hospital shall employ as its employee a certified athletic trainer who shall provide athletic training services for the benefit of high school athletes enrolled at School.
2. That School agrees to pay Hospital the sum of \$3,750 per quarter for athletic training services for first year of agreement and \$3,000 per quarter for the remaining 4 years of the contract.
3. Athletic training services shall cover all events included in Schedule A. Schedule shall be agreed upon by both parties. Coverage shall also include presence for practice each day and injury screening including Saturday morning screenings during Fall sports season. Such screenings are at no charge to School or student athletes.
4. In order to facilitate athletic training service, School shall provide all equipment and supplies, an athletic training room in which trainers may store supplies and to which they shall have access. School shall also supply trainers with means of communication.

B. Athletic Performance Program

1. School and Hospital agree to cooperate in providing an Athletic Performance Program (The Summit) with space provided by School and Equipment and Trainers provided by Hospital.
2. Hospital shall reimburse School for facility and utility cost at the rate of \$3,000 per quarter.
3. School shall provide facility space and access and shall be responsible for utility expense including electricity and air conditioning. Hospital shall monitor and document air conditioning use throughout summer and provide a record of usage to the School
4. Equipment provided by Hospital will not be available for use other than within the mutually agreed scope of the program, (i.e. no unsupervised use of equipment by students). An inventory of Hospital equipment is listed in Schedule B.

5. The athletic performance program known as The Summit shall be offered to eligible individuals regardless of student status and shall not be limited to Geneseo School Athletes. Hours of operation of The Summit shall be scheduled at such times as general school attendance is not in session, or with approval of the Geneseo High School Athletic Director and Superintendent.
6. Billing for the participation in the program shall be by Hospital which shall be entitled to gross revenues derived there from subject to reimbursement to school on a quarterly basis as above provided.
7. A listing of current participants in The Summit shall be provided upon request to School to assist in monitoring the status of individuals present in the building. The list shall remain confidential and be used only for such purpose.

C. Marketing

The School shall provide marketing opportunities to the Hospital including but not limited to: jumbotron, indoor gymnasium monitor/scrolling board, signage at the Geneseo Foundation Activity Center, signage at field events, and other marketing options such as programs.

The Hospital may place signage within the Geneseo Foundation Activity Center at no cost, upon approval of the athletic director and at the hospital's expense for the sign and any costs to install.

The Hospital may access one page ads for the regular Fall and Winter sports programs at 50% of the regular cost. Special event programs, such as the Geneseo Wrestling Invitational and any other special playoff or state series program advertising shall be at full price.

Video displayed ads shall be static graphic only, and are free of charge. At such time as there may be interest in full motion video, those shall be available at a 50% discount.

Any new requests for advertising shall be discussed and should be mutually agreeable to HHH, Athletic Director and Superintendent.

D. General Terms and Conditions

1. Hospital shall be deemed to be supplying services under the provisions of this agreement. All persons to be employed for the purposes of providing such services shall be solely employees of Hospital, paid by the Hospital and accorded such benefits as the Hospital may provide. As employer, the Hospital shall have the sole direction and control over its employees and be responsible for their performance and conduct. Insurance covering such employees shall be the sole responsibility of Hospital.

2. Non-Compete. School agrees that it covenants not to compete with Hospital by employing or offering to itself employ any individual who shall be employed by Hospital for the purposes of providing services set forth in this agreement. Such prohibition shall be effective during the employment of such employees by Hospital and for a period of one year after the termination of employment of any such person by the Hospital. School also agrees not to obtain services provided for herein from another provider other than the Hospital without Hospital's written consent.
3. Liability for Actions and Conduct. In connection with the actions and conduct of individuals involved with or participating in athletic training programs contemplated by this agreement, Hospital shall not in any way be liable or responsible for the actions or conduct of School employees and School shall not be liable or responsible for actions or conduct of Hospital employees.
4. Hospital and School shall at all times communicate with each other regarding any issues or need for changes and improvement in the administration of the programs contemplated by this agreement. The Hospital CEO and School Superintendent shall be deemed the administrators ultimately responsible for evaluation of the value and effectiveness of the programs contemplated under this agreement.
5. Term. This agreement shall be deemed to extend from June 1, 2018 until May 31, 2023. Agreement may be extended by two additional one-year terms upon written agreement of both parties.

Executed this 12th day of April 2018.

Henry Hospital District
d/b/a Hammond-Henry Hospital

Geneseo Community School
District #228

By _____

By _____