

**INDEPENDENT CONTRACT FOR
CERTIFIED ATHLETIC TRAINER**

This CONTRACT entered into on this the ____ day of _____, 2013, by and between the **BOARD OF EDUCATION OF SCOTT COUNTY** (Board) and **SCOTT COUNTY PHYSICAL THERAPY, LLC** (PT), or collectively, "the parties";

WHEREAS, the Board desires to appoint, and PT desires to provide a certified athletic trainer (CAT), under proper supervision, for interscholastic KHSAA approved sport teams at the Scott County High School (SCHS);

WHEREAS, the parties wish to reduce their agreement to writing;

THEREFORE, it is hereby agreed between the parties as follows:

1. PT shall fulfill the following obligations:
 - a. Provide and employ one certified athletic trainer (CAT) for SCHS who will provide coverage of athletic practices and home competition events.
 - b. Provide all legally required supervision by a licensed physician.
 - c. The CAT that is provided will have all appropriate licensure and certification.
 - d. The CAT will carry the appropriate professional liability insurance, and will provide a certificate of coverage to the Board.
 - e. The CAT will have CPR and First Aid training, and will maintain up to date training during the contractual period.
 - f. On site coverage will begin at a date agreed upon by the athletic director for the SCHS and PT.
 - g. The CAT will cover the agreed upon scheduled events, practices and games; this schedule may be modified by agreement in writing between the parties; the tentative agreed upon coverage with services by the CAT, shall be:
 - i. All practices when school is in session;
 - ii. Non-school session practices as determined based upon need;
 - iii. All varsity, junior varsity, and freshman football games, home and away;
 - iv. All basketball games, home and away; and
 - v. All home soccer, baseball, softball, volleyball and track competitions.
 - vi. Any conflicting events or schedules will be mutually and reasonably resolved by the CAT and the athletic director for the SCHS.
 - h. PT and any designated CAT providing services under the CONTRACT agree to abide by all policies of the Board, and all statutes and regulations, both Federal and State, applicable to employees of the Board, notwithstanding that PT nor any CAT is an employee of the Board.
 - i. PT and any designated CAT providing services under this CONTRACT agree not to discriminate against any individual on the basis of race, color, national origin, sex, religion, genetic information, or disability.
 - j. Any designated CAT to provide services under this CONTRACT shall prior to providing such services have submitted to a State and Federal criminal records check and be subject to the provisions of KRS 160.380 notwithstanding a CAT is not an employee of the Scott County Schools.
2. The Board/SCHS shall fulfill the following obligations:
 - a. Provide a room appropriate for use to provide athletic training services called for by this CONTRACT;
 - b. Provide reasonably necessary athletic training supplies as identified by CAT but subject to negotiation with the athletic director for the SCHS and consultation as necessary with the superintendent of the Scott County Schools;
 - c. Coaching staff expectations for the year will be communicated in writing to the CAT;
 - d. Written plan of action/protocols for athletic emergencies/injuries to be developed in conjunction with the CAT; and
 - e. A comprehensive schedule of athletic events, illustrating areas that need CAT coverage.

3. PT will follow all HIPAA guidelines in regard to treatment of student athletes, their medical record and all information regarding their care. Only authorized PT employees will have access to this documentation.
4. The terms of this CONTRACT shall be for a period of one school/fiscal year beginning July 1, 2013, ending June 30, 2014. A meeting will be held on or before February 1, 2014, to review this CONTRACT and to evaluate the terms. This CONTRACT may be revised in writing at that meeting. This contract may be renewed for an additional one year term by action of the Board and agreement of PT.
5. PT agrees this CONTRACT is effective only during the 2013-14 school year and that it has no right or expectation of continuation or renewal of this CONTRACT for any subsequent term. Nevertheless, assuming all terms of the CONTRACT have been met by PT to the satisfaction of the superintendent and athletic director for the SCHS at the time of the CONTRACT review, on or before February 1, a nonbinding recommendation will be made to the Board, prior to May 1, to renew the CONTRACT with such terms as may be agreed to by the parties.
6. Unless this CONTRACT is breached by one of the parties, non-renewal for the next year, termination, or re-negotiation of cost of service by either party may occur only at the end of the contractual year with notice of cancellation being given not less than 30 (thirty) days prior to the end of the contractual year, to the extent allowable under the law.
7. The costs shall be as follows:
 - a. The Board agrees to pay the total amount of \$12,000 for the CONTRACT term beginning July 1, 2013. Payment will be made monthly, due at the first of each month in the amount of \$1,000, payable to Scott County Physical Therapy, 208 Bevins Lane, Suite F, Georgetown, KY 40324.
 - b. PT shall be named and allowed to promote that they are the official physical therapy provider for the SCHS.
 - c. PT will have exclusivity as the only physical therapy and rehabilitation provider allowed to be advertised on the school website and will be promoted as the official physical therapy and rehabilitation provider for the SCHS. There will be a hyperlink to the website.
 - d. PT will have exclusivity as the only physical therapy and rehabilitation provider to have banners placed at all SCHS athletic events.
 - e. PT will be recognized by PA announcer at all sporting events as the official physical therapy and rehabilitation provider for the SCHS.
 - f. PT will continue to maintain their current status as the only physical therapy and rehabilitation sponsor of the live internet web stats, which includes Internet radio and streaming video.
 - g. PT will maintain its current status as the headline sponsor for Internet TV.
 - h. PT shall continue to have a full page advertisement in all of the yearly sports programs, boys' basketball, girls' basketball, football, and the Toyota Classic at no cost to PT.
8. In the event either party has issues with the performance under the CONTRACT, they will provide the other party written notice, and allow 30 days to correct and/or negotiate the issues in question. This correction period may be extended by agreement of the parties, in writing. If those performance issues cannot be resolved, then the aggrieved party shall have the right to terminate this CONTRACT.
9. This CONTRACT may be terminated by either party with thirty (30) days written notice to the other party. This notice must state the reason for termination and the effective date of termination of the CONTRACT.
10. If, during the term of this CONTRACT, it is found that a specific provision or language used is illegal under Federal or State law, the remainder of this CONTRACT not affected by such ruling or determination shall remain in force.

11. This CONTRACT is being executed in the Commonwealth of Kentucky and shall be governed in accordance with the laws of the Commonwealth of Kentucky in every respect.
12. KRS 45A.455 PROHIBITS CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS TO EMPLOYEES OF THE BOARD OF EDUCATION IN CONNECTION WITH CONTRACTS FOR SUPPLIES OR SERVICES WHETHER SUCH GRATUITIES OR KICKBACKS ARE DIRECT OR INDIRECT. KRS 45A.990 PROVIDES SEVERE PENALTIES FOR VIOLATIONS OF THE LAWS RELATING TO GRATUITIES OR KICKBACKS TO EMPLOYEES WHICH ARE DESIGNED TO SECURE A PUBLIC CONTRACT FOR SUPPLIES OR SERVICES.

IN WITNESS WHEREOF, the parties through their designated and authorized representatives have executed this CONTRACT on or before the day and year first written above.

Lynn Reeves, P.T., Co-CEO
Scott County Physical Therapy, LLC

Date: _____

Art Morvai, P.T., Co-CEO
Scott County Physical Therapy, LLC

Date: _____

Patricia Putty, Superintendent
Board of Education of Scott County

Date: _____

Date of Board Approval:
