

# Spencer County Physical Therapy

## AGREEMENT FOR ATHLETIC TRAINER SERVICES

This Agreement is made and entered into this 21<sup>st</sup> day of July, 2014, and is effective as of August 4<sup>th</sup>, 2014 by and between the SCHOOL BOARD of Spencer County, Kentucky (the "School Board"), and SPENCER COUNTY PHYSICAL THERAPY, a Kentucky corporation ("SCPT").

WHEREAS, SCPT is qualified to provide a Certified Athletic Trainer (ATC) and related services to students participating in interscholastic sports; and WHEREAS, the SCHOOL BOARD wishes to provide appropriate athletic trainer services for the safety and welfare of students participating in interscholastic sports and athletic activities at Spencer County High School ("SCHS").

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. SCPT, agrees to provide a Certified Athletic Trainer for SCHS and related training services ("Services") as outlined herein:

A. Services shall include:

1. Beginning Monday, August 4, 2014, the ATC will provide practice coverage on an as needed basis. The ATC will provide up to 4 hours of practice coverage, Monday – Friday, in the morning (7am-1pm) or afternoon (2pm-8pm) to accommodate practice times of Fall Sports.
2. Beginning the first day of school, August 13, 2014, the ATC will provide training room, practice or game coverage, Monday – Friday, beginning at 2:30pm and continuing until the end of the last practice or contest scheduled for the day. Priority will be given to performing treatments and game coverage.
3. Coverage for all home contests including:
  1. Football
  2. Soccer
  3. Volleyball
  4. Cross country
  5. Basketball
  6. Wrestling
  7. Softball
  8. Baseball
  9. Track and Field
  10. Tennis
4. Saturday home contest coverage is included within the Services listed above provided the contest is included on the game schedule given to the ATC prior to the start of the season. If extenuating circumstances exist, every effort will be made to provide the Services for an event. However, in such cases, if staffing cannot be arranged, SCPT will not be held responsible for not providing the service.
5. The ATC will keep a log of all injuries treated and communicate this information, as well as the playing status of each athlete, via email to the Athletic Director and the athletes Head Coach. The ATC will also submit a monthly summary report to the School Board.
6. The ATC will provide on-site concussion testing utilizing the SCAT3 or similar Assessment Tool. Concussion Testing will be performed and logged at the beginning of each sport season (baseline), after each incident and at the end of each season.
  - a. All coaches must notify the ATC immediately if a concussion or suspected concussion has occurred.

- b. The ATC will maintain appropriate records regarding an athlete's concussion to include date of occurrence, mechanism of injury, symptoms, SCAT3 score, documentation for parental and physician notification, return to play (RTP) protocol completion, MD or DO authorization for RTP.
  - c. The Athletic Director will ensure all coaches comply with making their athletes available for testing and comply with ATC notification in a timely manner.
  - d. The Athletic Director will be responsible for compliance enforcement of the KHSAA Concussion Policy to ensure the safety of each athlete.
  - e. The KHSAA Sports Medicine Policy, Concussion Protocol (Appendix B) will be followed.
  - f. Violations with regards to adherence to the Concussion Protocol will be reported to the respective Head Coach, Athletic Director, Principal, Superintendent and the School Board.
7. The ATC will perform a Functional Movement Screen (FMS) on student athletes during the conditioning phase of each sport. The ATC will provide each athlete with a low FMS score, an exercise program to address any deficiencies.  
The Athletic Director will ensure all coaches comply with making their athletes available for testing at least 2 weeks prior to the first scrimmage or contest.
8. The ATC will perform an Anterior Cruciate Ligament (ACL) Risk Assessment on student athletes during the conditioning phase of each sport. The ATC will provide each at risk athlete with additional training and / or an exercise program to address any deficiencies.  
The Athletic Director will ensure all coaches comply with making their athletes available for testing at least 2 weeks prior to the first scrimmage or contest.
9. The ATC and SCPT will provide consultation on equipment purchases when requested by the Athletic Director.
10. The ATC will provide sports related educational and training programs at the school for athletes, coaches, parents and community members.
11. The ATC will inspect and report any deficiencies in team medical supplies to the Athletic Director and Principal before the start of each season.
12. The ATC and SCPT will work with the Spencer County Career and Technology Center Allied Health Program to promote and provide educational exposure to the following careers: Physical Therapist (PT), Physical Therapist Assistant (PTA), Athletic Trainer (ATC), Personal Trainer and Physical Therapy Technician (PT Tech).
13. Miscellaneous
  - a. Conflicts that develop due to multiple events will be mutually prioritized by the Athletic Director and the ATC with priority given to the sport with the highest risk of injury (Injury Rate per 1,000 athlete exposures) as indicated by the National High School Sports-Related Injury Surveillance Study for the 2012-2013 School Year (See Appendix A). All injuries were highest during competition. Home game coverage will be given priority over any and all practices.
 

i.	Boys Football	12.53%
ii.	Girls Soccer	5.54%
iii.	Boys Wrestling	3.54%
iv.	Boys Soccer	3.28%
v.	Girls Basketball	3.13%
vi.	Boys Basketball	2.44%
vii.	Girls Softball	1.96%
viii.	Boys Baseball	1.30%
ix.	Girls Volleyball	1.08%
  - b. Makeup, rain out, and other miscellaneous scrimmages, contest or tournaments, which are not listed on the original schedules, will be accommodated on an individual basis.



- c. State sponsored home post-season tournament coverage is included within the Services listed above.
  - d. SCPT will secure the assistance of a team physician. The team physician or a designated representative for the team physician will be required to be accessible by phone during the time the ATC is on campus.
  - e. Every effort will be made to establish a working relationship with family physicians so as to preserve the continuity of care of each athlete. The team physician will be the default contact physician for concussion and orthopedic injuries.
  - f. College / University student athletic trainers will be invited to assist SCPT's Certified Athletic Trainer, if the opportunity should arise, in order to allow the students to gain experience and fulfill educational requirements.  
The ATC, working with the Spencer County Career and Technology Center Allied Health Program, will develop a high school student athletic training program at the school.
  - g. Annual pre-participation physicals will be scheduled in cooperation with the School's Athletic Trainer and SCPT.
  - h. Documentation of medical-related information will only be released as provided by law.
  - i. SCPT assumes sole responsibility for the actions taken and care given by SCPT's Certified Athletic Trainer in providing the Services hereunder.
  - j. SCPT is solely responsible for compensating its Certified Athletic Trainer hereunder.
  - k. SCPT shall allow each student athlete up to two free visits to SCPT's Physical Therapy facilities as needed for rehabilitation of minor injuries. A minor injury may be identified as damage to the body that restricts activity for a minimal period of time, usually lasting less than one week.
  - l. SCPT shall require each of its employees assigned hereunder to have a criminal background check and they must not be listed on the Sex Offender Registry. The results of all such background checks will be, upon request, made available to the School Board's Superintendent. SCPT agrees to indemnify and hold harmless the School Board for any claims made against the School Board related to SCPT's failure to comply.
14. ATC Services will also be provided during the period of July 15<sup>th</sup> to the first day of school for 2015 and 2016 on an as needed basis. The ATC will provide up to 4 hours of training room or practice coverage, Monday – Friday, during the morning (7am-1pm) or afternoon (2pm-8pm) to accommodate different sports practice schedules .
15. Holidays: All Legal Holidays, Thanksgiving break, and the week of Christmas are not included in this agreement. The ATC and or a PT will be available at the SCPT clinic during these times for consultation, injury assessment or treatment, at no charge. Fall break, Spring break and the week after Christmas, the ATC will be available on an as need basis for up to 4 hours of training room, practice, scrimmage or contest coverage. The ATC will provide up to 4 hours of coverage, Monday – Friday, during the morning (7am-1pm) or afternoon (2pm-8pm). This Agreement excludes ATC services for any non-school sponsored club, tournament or other events.

## 2. Additional Services

- A. In the event that the assigned ATC becomes ill or calls off due to an unforeseen event, every effort will be made to replace the ATC with another qualified employee such as a Physical Therapist.
- B. Additional services by the ATC will be available at a contract rate of \$25.00 per hour or a flat fee as agreed upon by SCPT's Program Director and the Athletic Director. The School's Athletic Department will be billed for these additional services. The School may not directly solicit the ATC for additional services.



3. The SCHOOL BOARD agrees:

- A. To provide a secure space that is adequate for the ATC to use solely for the Services to assist in injury prevention, treatment and rehabilitation. This space must be accessible to all athletes, male and female. It must be secure to protect the Health Records of each athlete, equipment and medical supplies.
- B. To provide the ATC with a budget to purchase the necessary equipment, supplies and information needed to run a competent athletic training program.
- C. To provide all expendable medical supplies, tape, etc. and the storage of said supplies.
- D. To provide the ATC with student medical information necessary to run a successful athletic training program, including access to all physical exam forms as well as providing a secure filing location within the Training Room for medically related documents. The release of any medical information to the ATC shall be in compliance with State law.
- E. To encourage appropriate student assistance in the training room whenever possible.
- F. To provide the ATC with a phone number and email for all coaches and to provide the ATC with a roster, practice and contest schedule for each team at least 2 weeks prior to the 1<sup>st</sup> contest.
- G. To provide the ATC with at least 2 weeks' notice of any practice or contest schedule changes.
- H. To provide qualified coaching staff.
- I. To provide a safe environment for practice and competition, including monitoring and maintenance of athletic equipment.
- J. To provide appropriate janitorial and maintenance service in the athletic training facilities used by the ATC.
- K. To acknowledge that the ATC through an established policy and procedure system, will have the right and responsibility to designate which of the Services can be adequately performed in the training room and which cannot.
- L. To always list SCPT after the Certified Athletic Trainers name (see below) when used in writing.  
Tyler Pruitt, ATC  
Spencer County Physical Therapy
- M. To provide SCPT, at no charge, with a full page ad in all athletic programs. Additionally, to announce, prior to the start of all contests and during intermissions, SCPT as the sole provider for rehabilitation services to SCHS during all home contests.
- N. To allow SCPT to place signage, similar in size and style to other advertisers, at the location of all game and practice fields. SCPT will at its sole expense purchase the signage, but not be charged any additional fees. The School Board agrees to have signage erected within 2 weeks of receiving signage, at no additional cost to SCPT.
- O. To notify SCPT's Program Director if questions or concerns arise regarding any aspect of the Services.
- P. To offer the ATC free travel, with the team, to attend away contests, when applicable.
- Q. To utilize SCPT as the sole provider of ATC Services for SCHS.

4. The Certified Athletic Trainer, under the direction of SCPT shall:

- A. Maintain current certification in CPR/AED.
- B. Assist the Athletic Director plan and coordinate emergency care plans for injuries to student athletes.
- C. Develop a Policy & Procedure Manual for all activities under the ATC's scope of care.
- D. Develop a Student / Parent Handbook with information regarding concussions and injuries.

5. SCPT shall be liable for, and shall indemnify, defend, and hold the School Board harmless for all claims, suits, judgments or damages, including court costs, expenses, and attorney's fees arising out of or in the course of its provision of the Services called for in this Agreement, and shall execute and maintain in force general and professional liability insurance in the amount of one million dollars (\$1,000,000).

6. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Kentucky. Sole and exclusive jurisdiction for any legal action brought pursuant to this Agreement shall be in

the County or Circuit Court of Spencer County, Kentucky. The prevailing party in any such action shall be awarded costs and expenses, including reasonable attorney fees, from the unsuccessful party.

7. The School Board certifies that it has all requisite authority to enter into this agreement and agrees to pay SCPT the sum of **\$12,000.00** per year to provide Athletic Training Services for SCHS beginning August 4<sup>th</sup>, 2014 and ending on the last scheduled contest in 2015. Payable in 10 monthly payments of **\$1200.00** per month beginning September 1<sup>st</sup>, 2014, with a final payment of **\$1200.00** due on June 1<sup>st</sup>, 2015. This payment schedule will repeat for the 2015-2016 and 2016-2017 contract years.
8. The terms and conditions of this Agreement shall be for three (3) years commencing on the 4<sup>th</sup> day of August, 2014, and ending on June 30<sup>th</sup>, 2017. Notwithstanding this term, either party may cancel this Agreement without cause or penalty upon ninety days (90) written notice to the other party. Any and all notices required or desired to be given pursuant to the terms of this Contract shall be in writing and delivered as follows:

SCPT:                    Spencer County Physical Therapy  
                             Attention: Dr. Becky G. House, PT, OCS, CSCS  
                             Program Director  
                             4813 Taylorsville Road  
                             Taylorsville, KY 40071

School Board:        Superintendent of Schools  
                             School Board of Spencer County, Kentucky  
                             Attention: Chuck Adams  
                             207 West Main Street  
                             Taylorsville, KY 40071

Or such other address as either party may direct in writing. Notice shall be deemed to have been given upon the hand delivery or proper mailing of such notice.

9. The School Board and SCPT agree that they are each independent contractors, and neither the School Board nor any of its agents, representative, students, or employees shall be considered employees of SCPT, nor shall SCPT or any of its agents, representatives or employees be considered agents, representatives or employees of The School Board. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. The School Board and SCPT shall each be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security, and other taxes or benefits. No SCPT employee shall look to the School Board for any salary, insurance or other benefits.
10. Each party agrees to comply with all applicable laws in its performance of this Agreement. Neither SCPT nor any of its employees providing the Services under this Agreement shall be required to take action inconsistent with any applicable SCPT policy.



IN THE WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SPENCER COUNTY PHYSICAL THERAPY

Dr. Becky G. House PT  
Dr. Becky G. House, PT, OCS, CSCS  
SCPT Program Director

THE SCHOOL BOARD OF  
SPENCER COUNTY, KENTUCKY

\_\_\_\_\_  
Jeanie Stevens, Chairman of the Board

\_\_\_\_\_  
Chuck Adams, Superintendent of Schools  
Spencer County, Kentucky

## **Appendix**

A – Summary Report: National High School Sports-Related Injury Surveillance Study (2012-2013 School Year)  
Page 16, Table 2.1

B – KHSAA Sports Medicine Policy. Protocol related to Concussions.

C – SCPT Local Presence and Support

**Table 2.1 Injury Rates by Sport and Type of Exposure, High School Sports-Related Injury Surveillance Study, US, 2012-13 School Year\***

	# Injuries	# Exposures	Injury rate (per 1,000 athlete- exposures)	Nationally Estimated # Injuries
Overall total	4,049	1,874,256	2.16	1,361,986
Competition	2,228	517,502	4.31	779,055
Practice	1,821	1,356,754	1.34	582,931
Boys' football total	1,972	509,158	3.87	616,209
Competition	1,094	87,327	12.53	344,097
Practice	878	421,831	2.08	272,112
Boys' soccer total	263	173,442	1.52	149,049
Competition	168	51,168	3.28	89,429
Practice	95	122,274	0.78	59,620
Girls' soccer total	335	146,152	2.29	190,382
Competition	241	43,495	5.54	141,339
Practice	94	102,657	0.92	49,043
Girls' volleyball total	155	174,474	0.89	44,064
Competition	67	61,913	1.08	19,150
Practice	88	112,561	0.78	24,914
Boys' basketball total	337	229,897	1.47	85,819
Competition	171	70,092	2.44	44,095
Practice	166	159,805	1.04	41,724
Girls' basketball total	336	183,377	1.83	83,107
Competition	179	57,201	3.13	45,645
Practice	157	126,176	1.24	37,462
Boys' wrestling total	343	147,208	2.33	85,485
Competition	141	39,857	3.54	35,016
Practice	202	107,351	1.88	50,469
Boys' baseball total	161	182,376	0.88	49,747
Competition	82	62,971	1.30	24,807
Practice	79	119,405	0.66	24,940
Girls' softball total	147	128,172	1.15	58,124
Competition	85	43,478	1.96	35,477
Practice	62	84,694	0.73	22,647

\*Only includes injuries resulting in  $\geq 1$  days' time loss.



## **BYLAWS OF THE KENTUCKY HIGH SCHOOL ATHLETIC ASSOCIATION**

### **BYLAW 25. REQUIREMENT FOR COACHES AND OTHERS WORKING WITH HIGH SCHOOL TEAMS**

#### **Sec. 1) DEFINITIONS**

##### **a) Level 1 Coaches**

An individual seeking a coaching position at the high school level shall be categorized as Level 1 if that individual is a certified teacher and member of the regular school system faculty and meets the following criteria prior to assignment to coaching duties:

- (1) Is employed a minimum of three (3) regular periods for teaching classes, which may include physical education;
- (2) Is employed for supervision of study halls; or
- (3) Is exercising responsibilities in other activity assignments within the school schedule.

##### **b) Level 2 Coaches**

An individual seeking a coaching position at the high school level shall be categorized as Level 2 if that individual meets the following criteria prior to assignment to coaching duties and does not meet the qualifications of Level 1:

- (1) Shall be a high school graduate and 21 years of age;
- (2) Shall not be a violent offender or convicted of a sex crime as defined by KRS 17.165 that is classified as a felony;
- (3) Shall submit to a criminal record check under KRS 160.380;
- (4) Shall meet one of the following additional qualifications:
  - i. Have graduated from a public or accredited high school and hold a provisional or standard teaching certificate;
  - ii. Have completed sixty-four semester hours of college credit from an accredited college or university as documented by an official transcript;
  - iii. Be a graduate from a public or accredited high school and be in compliance with the local district standards for serving as an approved substitute teacher as approved by the Education Professional Standards Board; or
  - iv. Be a graduate from a public or accredited high school and complete a Level 1 Coaching Certification Program approved by NFHS as well as completing prescribed electives as detailed by the KHSAA Board of Control. Level 2 coaches approved under exception (iv) shall complete the KHSAA Coaching Education program prior to coaching in the first interscholastic contest; and
- (5) Prior to assuming duties, Level 2 coaches shall successfully complete training provided by the local school district. The training shall include information on the physical and emotional development of students of the age with whom the Level 2 coach will be working, the district's and school's discipline policies, procedures for dealing with discipline problems, and safety and first aid training. Follow up training shall be provided annually.

##### **c) Waiver of 64-hour requirement for Coaches at the High School Level**

In the event that the member school is unable to staff head or assistant coaching positions in any sport or sport activity (including cheerleading) with a Level 1 or Level 2 individual, the member school may request through the Superintendent that the KHSAA allow for a waiver of this rule in order that the additional time be available to find an applicant meeting the criteria.

##### **d) Head Coach**

As referred in this regulation, the head coach at the high school level shall be the head varsity coach designated by the school or Board of Education unless otherwise noted in the bylaw.

#### **Sec. 2) HIRING AND EMPLOYMENT REQUIREMENTS FOR COACHING POSITIONS AT THE HIGH SCHOOL LEVEL**

##### **a) Required Level**

Level 1 or 2 individuals (head and assistant) may be assigned as the head or assistant coach in any sport or sport activity (including cheerleading).

##### **b) KHSAA Member School Obligations in Hiring**

- (1) The Superintendent shall ensure that all assignments for coaching duties comply with all applicable state and local

policies.

- (2) The hiring process shall ensure that in considering those individuals seeking coaching duties, the most qualified individual shall be assigned. In considering qualifications, the qualifications desired for the position, the references, interviews and experience of those seeking the duties, and the education background shall be considered.

##### **c) Compensation for Coaches at the High School Level**

Any person assigned to coaching duties at any level (grades 9-12) shall be duly employed through the respective board of education and the entire coaching salary shall be paid through that board in accordance with local Board of Education policy.

#### **Sec. 3) POST HIRE REQUIREMENTS AND REQUIREMENTS FOR CONTINUING COACHING DUTIES**

##### **a) C.P.R. and AED Training for Coaches at the High School Level**

All coaches (head and assistant) at any level in all sanctioned sports and sport activities (including cheerleading) shall provide documentation of successful completion of a C.P.R. course including the use of an Automatic External Defibrillator and the requisite First Aid Training, as approved by a college or University, the American Red Cross, American Heart Association or other bona fide accrediting agency. Initial certification shall use in-person instruction and certification shall be timely and appropriately updated as required by the approving agency.

##### **b) Coaches Education Program for Coaches at the High School Level**

(1) A Coaches Education Program has been approved as the coaching education program in Kentucky. The program shall include a course of study to include a KHSAA approved Coaches Education Program, KHSAA rules information and local district policies. The cost of attending the KHSAA Coaches Education Program shall be the responsibility of the individual coach(es). Local school districts or local schools may, upon successful completion of all coaching education requirements including all examinations, reimburse the coaches for the expense of attending the course.

(2) Level 1 individuals assigned to duties as a coach (head or assistant), who are hired as a member of the school system faculty for the first time following the 1995-96 school year shall take and complete all requirements for the Kentucky Coaches Education Program as detailed in Section b(1) above within one year of the initial assignment to coaching duties or prior to the legal start of practice for the next competitive season in any particular sport to which the individual is assigned, whichever occurs first.

(3) Level 2 individuals (subsections i, ii and iii) assigned to duties as a coach (head or assistant) shall take and complete all requirements for the KHSAA Approved Coaches Education Program as detailed in Section b(1) above within one year of the initial assignment to coaching duties or prior to the legal start of practice for the next competitive season in any particular sport to which the individual is assigned, whichever occurs first.

(4) Level 2 individuals (subsection iv) assigned to duties as a coach (head or assistant) shall take and complete all requirements for the KHSAA Approved Coaches Education Program as detailed in Section b(1) above within one year of the initial assignment to coaching duties or prior to the legal start of practice for the next competitive season in any particular sport to which the individual is assigned, whichever occurs first.

##### **c) Sports Safety Training and Medical Symposium Updates for Coaches at all Interscholastic Levels**

(1) Each coach (head and assistant, including cheerleading) at all levels (grades 9-12) shall be required to complete a sports safety course and medical symposium update consisting of training on how to prevent common injuries.

(2) All member schools of the KHSAA shall pay the necessary expenses of coaches for the required attendance at the sanctioned sports safety course and sports medicine symposium update.

(3) The course shall meet the following criteria:

- i. The content of the course shall include the elements specified in KRS 160.445 including the risk of concussion

## **Spencer County Physical Therapy (SCPT) Local Presence and Support**

1. SCPT was established March of 1999 and has served the residents of Spencer County for over 15 years.
2. **SCPT support of the School District and Spencer County**
  - a. Annual supporter of Health Fair Ready Fest (\$500.00 annual donation of supplies)
  - b. Annually donate to Project Graduation (\$500 in 2014))
  - c. Annually conduct free sports physicals, with the assistance of Dr. Tom Crain.
  - d. Sponsored the Football Scoreboard (\$6500.00)
  - e. Sponsored the Softball Scoreboard (\$4750.00)
  - f. Sponsored one scoreboard for Ray Jewell Park (\$2500.00)
  - g. Sponsor 2 little league teams annually
  - h. Have provided free injury consultations since 1999
  - i. Have mentored multiple high school students
  - j. Donate to various school fundraisers annually
  - k. Donated 5 cases of paper to teachers when supplies ran out near the end of the year
  - l. Provided free sideline injury assessment and rehabilitation for the 2013 football team
  - m. Provided free sideline injury assessment and rehabilitation for the 2013 boys basketball team
  - n. Provided free sideline injury assessment and rehabilitation for the 2013 girls basketball team, including their 2 day Holiday Classic Tournament.
  - o. Donated athletic tape, taping supplies, ankle braces, etc. for high school athletes
  - p. Provided free treatment and supplies to injured athletes (Aircasts, Active Ankle braces, Knee brace, etc.).