

Henderson County Schools

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TO: Lisa Baird, Jennifer Keach, Jon Sights, Tracey Williams, and Sally Sugg

FROM: Marganna Stanley

RE: Athletic Contracts

DATE: March 11, 2014

Attached you will find two contracts submitted for athletic trainer. The recommendation is to enter into agreement with Methodist Hospital for the following reasons:

1. Methodist Hospital will provide services for football and basketball and consultation for other sports.
2. Methodist Hospital will provide services for HCHS at home games, away games and practice.
3. Methodist Hospital will provide general liability and professional liability.
4. Owensboro Health is requesting signage be placed on all home athletic venues to include scoreboard and field signage.
5. Methodist Hospital has been supportive with our athletic programs for several years and their service is that of excellent. The high school administration recommends the continued use of Methodist Hospital.

ATHLETIC TRAINER SUPPORT AGREEMENT

This **ATHLETIC TRAINER SUPPORT AGREEMENT** is made and entered into this the _____ day of March, 2015, by and between **Methodist Hospital** and the **Henderson County School System**.

WHEREAS, Methodist Hospital consists of a system of healthcare providers which includes Therapy Services and Physician Practices including a Kentucky State licensed athletic trainer and support staff employees; and

WHEREAS, the Henderson County School System is a fully accredited educational institution offering academic and athletic opportunities for its students; and

WHEREAS, Methodist Hospital and the Henderson County School System mutually desire to assure that appropriate healthcare needs are met for the benefit of its students and its athletic programs; and

WHEREAS, Methodist Hospital and the Henderson County School System desire to enter into an agreement for physician involvement athletic training and physical therapy services for its athletic programs.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

1. The Henderson County School System does hereby engage Methodist Hospital to be the exclusive provider of physician services, athletic training and physical therapy services. The athletic training services will address recognition, evaluation and care of athletic injuries, education and counseling to the student participants, coaches and other appropriate school employees, all as more particularly set forth on Exhibit A attached hereto and incorporated herein by reference.

2. The Henderson County School System shall provide and maintain an appropriate level of athletic training supplies. The Henderson County School System shall be solely responsible for determining the times, location and duration of practice and games of all athletic events.

3. Methodist Hospital agrees to provide Kentucky licensed physicians and athletic trainers to provide said services. Methodist Hospital shall be responsible for payment of any and all compensation for the services provided hereunder. Methodist Hospital further agrees to provide one or more physicians to be available to serve in the capacity as "team physician" which duties are more particularly set forth on Exhibit A.

4. Methodist Hospital shall be responsible for providing general liability and professional liability insurance for the athletic training and team physician services provided under the terms of this Agreement. The Henderson County School System shall be responsible for providing general liability insurance for all school system employees. Each party shall have the right to ensure the other has adequate insurance coverage in an amount of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

5. The parties providing services hereunder shall be considered independent contractors and it is expressly agreed and understood that no relationship of employee or employer or partnership is created hereby between Methodist Hospital and the Henderson County School System.

6. The term of this Agreement shall be for one (1) year and shall automatically renew for successive one year terms unless otherwise terminated. The Effective Date shall be _____.

7. This Agreement may be terminated without cause upon sixty (60) days prior written notice.

Upon termination of this Agreement all obligations of the parties shall cease immediately.

8. For the services provided under this Agreement, Henderson County School System shall pay the sum of \$500.00 per month for twelve (12) months directly to Methodist Hospital.

9. Both parties agree to abide by the confidentiality requirements of their respective institutions. Both parties further agree to comply with federal and state laws and the confidentiality, privacy and security of private health information policies.

10. The parties agree to reasonably comply with any and all applicable and then current laws, rules and regulations, as well as the requirements, standards, specifications, and guidelines of The Joint Commission including The Joint Commission's National Patient Safety Goals, requirements and implementation expectations (collectively "Standards") and any other applicable accrediting organizations governing either party. Upon request, each party shall make reasonable efforts to cooperate with the other in providing information which may be necessary to show compliance with The Joint Commission Standards.

11. Each party shall indemnify and hold the other including their officers, board members, employees, and agents harmless from any and all loss, liability, damage, penalty, expense or fee, including attorney fees or other costs or obligations which arise out of or result in connection with the breach or failure to perform their respective obligations or duties to others from activities relating to this agreement.

12. In the event that subsequent to the date of this Agreement, any provision shall become illegal, prohibited or in any way violate any law or regulation of the United States or Commonwealth of Kentucky, which may adversely affect either party, then that party shall have the right to cancel said provision.

13. This Agreement or the benefits thereof shall not be assigned by either party without the written consent of the parties, except by Methodist Hospital to a subsidiary or a successor corporation upon notice.

14. This Agreement is severable. In the event it is determined that any paragraph or part thereof is invalid or unenforceable for any reason all remaining paragraphs shall remain in full force and effect.

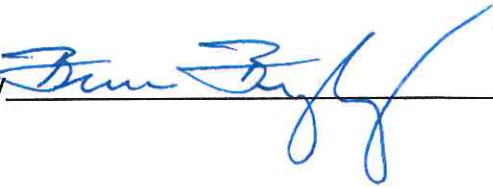
15. This Agreement shall be binding upon and shall enure to the benefit of either party's successor in interest.

16. The waiver of any breach, violation or duty arising under this Agreement shall not operate as a waiver of any subsequent breach, violation or duty hereof.

Methodist Hospital

Henderson County School System

By



By

Exhibit A

ATHLETIC TRAINING SERVICES:

- Provide one (1) Kentucky state licensed athletic trainer. Said Athletic Trainer shall be made available at such times and events as designated by a duly authorized representative of the Henderson County School System.
- The authorized representative and Athletic Trainer will meet on a daily basis to determine the Athletic Trainer needs for that day. During that meeting they will stratify the stratify the risk of each event in a day as follows:
 - A. Practices.
 - B. Home Events;
 - C. Varsity Contests;
 - D. Contact sports/High Injury Risk Sports/Outside Event if weather is extreme;
 - E. Post-Season Events;
 - F. Event with team with most athletes or most athletes with current athletic training needs; and
- Provide such athletic training services which are within the scope of the Athletic Trainer's license and certificate.
- Advise the faculty and athletic coaching staff as to supplies and training equipment needed for the athletic training program.
- Assist the faculty and athletic coaching staff in the design and implementation of a continuing education program for the athletic coaching staff, upon request.
- Provide conditioning and flexibility training suggestions.
- Be present in the athletic training room at such times as designated.
- Monitor athletic injuries and develop injury prevention training and programs.
- The following events are contemplated to be included, but not necessarily limited to:
 - A. Be present at every contact varsity football event (home and away, practice or game), and every home junior varsity and freshman games;
 - B. All varsity basketball games (girls and boys, as directed);
 - C. All basketball practices that are full-team practices, unless another team has a game;
 - D. In the event there are home and away events at the same time, the Athletic Trainer will stay in Henderson (with the exception of football games);

- E. When necessary, tape or prepare teams before they leave for a game or event;
- F. During the spring (baseball/softball/track & field/tennis), due to multiple events in one day, Athletic Trainer will roam between practices and games and will be on-call if an injury happens, and
- G. Such events as reasonably directed by the Henderson County School System.

The times of these services and events may be subject to change as determined at the discretion of the Henderson County School System.

- Provide base-line Impact testing for all student athletes using the Henderson County School System provided program.

TEAM PHYSICIAN SERVICES:

- A Physician shall be present for all varsity football games.
- A Physician shall be available for consultation at the request of the Henderson County School System.
- In addition, a Physician shall evaluate any student athlete for the purposes of consultation and recommendation at such times and locations as reasonably agreed between the Henderson County School System and Physician.

Athletic Training Services Proposal between Owensboro Health Orthopedics and Henderson County High School

SUMMARY OF PROPOSAL

Owensboro Health Orthopedics proposes to provide Athletic Training Services to student athletes of Henderson County High School (HCHS), a member of the Kentucky High School Athletics Association and part of the Henderson County Public School System.

This Athletic Training Proposal is made and entered into by and between Owensboro Health Orthopedics and Henderson County High School.

TERM OF PROPOSAL

The term of this proposal shall be for a period of twelve (12) months, beginning January 1, 2015 and continuing through December 31, 2015 as agreed by execution of a formal agreement.

SERVICES PROVIDED

Upon execution of this proposal, Owensboro Health Orthopedics proposes to:

- Provide a full time equivalent board certified, Kentucky licensed athletic trainer to be primarily dedicated to the athletics of Henderson County High School for the term of this proposal. Services provided will be in accordance with standards and guidelines established by Owensboro Health. Athletic training services will be utilized at the discretion of Henderson County High School's Athletic Director in collaboration with the team physician which will be provided by the Owensboro Health Orthopedics. Basic services provided are not limited to but include:
 - Athletic training room
 - On-field practices
 - Home game events
 - Away Varsity football games
- Athletic Trainer will perform the following duties:
 - Provision of basic first aid procedures.
 - Initial assessment and treatment of athletic injuries.
 - Return to play recommendations (solely based on the professional opinion of the athletic trainer in the absence of a physician).
 - Referral to emergency care, additional services or to a physician as appropriate.
 - Direction of basic rehabilitation of athletic injuries.

- Provide a team physician who will be a Board Certified/Board Eligible Orthopaedic Surgeon licensed in the state of Kentucky. Services will include:
 - Availability for consultations with contact information provided to appointed athletic trainer, Athletic Director and coaches of HCHS.
 - Visibility with weekly rounding and athlete assessments during practices of impact sports and during home game events when possible.

Upon executive of this proposal, HCHS proposes to:

- Purchase and properly maintain necessary equipment and supplies for the provision of the athletic training services and participation in interscholastic athletics. HCHS shall keep current its equipment inventory and shall maintain in safe condition its playing fields and practice areas. Owensboro Health shall NOT be responsible for provision of any supplies or equipment.
- Provide Owensboro Health access to display signage at all home athletic venues to include scoreboard and field signage. The location and placement of the signage must be mutually agreed upon.
- Public address announcements during all home games recognizing Owensboro Health and its affiliates.

COMPENSATION

Except as indicated below, HCHS will have no financial responsibility with respect to the Services provided by Owensboro Health. In the event HCHS requests additional coverage (in an instance that may include but is not limited to conflicting home events) HCHS will be invoiced for additional athletic training services rendered at a rate of \$30.00 per hour. Owensboro Health will use reasonable efforts to provide additional services as requested but is NOT a guarantee services will be provided.

If you wish to proceed with a formal agreement as outlined in this proposal, please contact Bill Buck at bill.buck@owensborohealth.org or 270-417-7950 to initiate contract proceedings.