

AGREEMENT FOR THE PROVISION OF SPORTS MEDICINE SERVICES

This agreement for the provision of sports medicine services (“**Agreement**”), entered into as of August 1, 2017 (“**Effective Date**”), is by and between the Spencer County Public Schools (hereinafter “**School**”) and Baptist Health Medical Group, Inc. d/b/a Baptist Health Sports Medicine (hereinafter “**Baptist**”) and governs the provision of sports medicine services to School.

In consideration of the covenants contained herein, the parties agree as follows:

ARTICLE 1 – SERVICES

- 1.1 Baptist agrees to plan, organize and coordinate the sports medicine program for all sports at Spencer County High School(collectively “**School**”).
- 1.2 School will provide appropriate space for an athletic training room and all other sports medicine services described in this Agreement
- 1.3 Baptist will provide a National Athletic Trainer’s Association (“**NATA**”) certified, Kentucky state-certified athletic trainer (“**Athletic Trainer**”). This person will not be considered an employee or agent of the School. The Athletic Trainer will:
 - 1.3.1 Operate an on campus training room (final schedule to be set by coordination between School Athletic Director and Athletic Trainer).
 - 1.3.2 Provide services regarding injury prevention, emergency treatment, and sports injury rehabilitation.
 - 1.3.3 Serve as a liaison between the athlete, parent, coach, and team physician in matters related to the prevention, care and management of athletic injuries.
 - 1.3.4 Supervise and maintain the athletic training room.
 - 1.3.5 Coordinate the purchase of supplies and maintain inventory records of those supplies in coordination with the School Athletic Director. Funds for these supplies will come from School’s athletic budget; actual purchase order requests must be completed and signed by a School employee.
 - 1.3.6 Maintain medical records on all athletes, including but not limited to, injury evaluation, daily injury treatment, physician referrals, and release forms
 - 1.3.7 Upon request, submit injury summary reports by sport at the end of each sport’s season.
 - 1.3.8 Provide appropriate procedures for the prevention, evaluation, and treatment of injuries under the direction of a team physician (or other physician, as may be chosen by student or parent.)
 - 1.3.9 Coordinate and provide appropriate rehabilitation and follow-up of all injuries under the direction of a team physician (or other physician, as may be chosen by student or parent.)
 - 1.3.10 Supervise and educate the student trainer(s) and other school approved volunteers involved in sports medicine activities in accordance with School Board policy and Baptist procedures.
 - 1.3.11 Provide coverage to events as selected by the Athletic Directors of School, using level of risk and fairness rules to choose between conflicting events, as follows:

- 1.3.11.1 Fall Coverage may include: All varsity football games, home and away; special event coverage (special tournaments and school hosted events for men and women), District, Region and State tournaments for men's and women's teams, unless adequate coverage is provided by the KHSAA itself, and all other sports for both men's and women's teams determined by joint agreement between Athletic Director and Athletic Trainer. Other coverage for varsity club sports will be provided as normal work hours allow.
- 1.3.11.2 Winter Coverage includes: All varsity home games for men's and women's teams; special event coverage (special tournaments and school hosted events for men and women), select away basketball games for men's and women's teams, which do not conflict with any home event; and District, Region and State Tournament games for men's and women's teams, unless adequate coverage is provided by KHSAA itself. Other coverage for varsity club sports will be provided as normal work hours allow.
- 1.3.11.3 Spring Coverage includes; All varsity home events for men's and women's teams; select away events, if no conflict with home coverage for men's and women's teams; and District, Region, and State tournaments for men's and women's teams, unless adequate coverage is provided by KHSAA itself. Other coverage for varsity club sports will be provided as normal work hours allow.

Fairness rules are defined so that each sport will receive some home game coverage with all sports receiving equal coverage. Coverage will be equally distributed between girls' and boys' programs, in compliance with Title IX but also in consideration of the risk of the sports.

- 1.3.12 Coordinate and conduct education clinics with the student trainers and coaching staff on injury prevention, strength & conditioning, emergency procedures, and sports injury management.
- 1.3.13 In conjunction with the Athletic Director and coaching staff, establish emergency plans for each sport, practice, and game, which will be consistent with School's emergency plan, policy or procedure.
- 1.3.14 Agree to submit to a national and state criminal background check, which is a requirement of any person working alone with students at School.
- 1.3.15 Perform additional responsibilities as may be necessary in carrying out the above-described duties.
- 1.4 Baptist will develop a policy and procedures manual dealing with sports medicine and athletic training programs, or if one has been created, review and revise this policy and procedures manual.
- 1.5 Baptist will provide and maintain professional liability insurance on its employees in an amount of not less than \$1,000,000 for each occurrence and \$2,000,000 aggregate as well as workers' compensation coverage on each of its employees.

- 1.6 In the event that Athletic Trainer becomes ill and is not able to perform his/her duties, Baptist will provide a suitable qualified substitute, if available.

ARTICLE 2 – FINANCIAL PROVISIONS

- 2.1 There will be no fee for the services provided by Baptist to School under this Agreement. However, the parties agree that should Baptist and School enter into a new agreement for services after the expiration or termination of this Agreement, Baptist and School will negotiate services and an appropriate fee at that time.
- 2.2 Baptist will be recognized by the PA announcer at least twice per game at all home sporting events.
- 2.3 School will allow Baptist to run one full-page ad free of charge in each of school sports programs.
- 2.4 School will allow Baptist to hang one (1) banner at each home sporting event free of charge.
- 2.5 Baptist shall be recognized as the exclusive sports medicine providers at School.
- 2.6 School will allow Baptist to update a sports medicine page on the school's website for educational purposes.

ARTICLE 3 – INDEMNIFICATION

- 3.1 Baptist shall defend, indemnify and hold the School, its members, employees, and agents from and against any and all third party claims, demands, liabilities, damages, and expenses connected therewith, which the School, its members, employees and agents may incur for injury to persons or damages to property caused or asserted to have been caused by any negligent or intentional act or omission of Baptist or its employees or agents.
- 3.2 The School, its members, employees and agents shall defend, indemnify, and hold Baptist harmless from and against any and all third party claims, demands, liabilities, damages, and expenses connected therewith, which Baptist may incur for injury to persons or damages to property caused or asserted to have been caused by any negligent or intentional act or omission of the School, its members, employees or agents.

ARTICLE 4 – TERM

- 4.1 The term of this Agreement shall begin on the Effective Date and be for two years.
- 4.2 Either party may cancel this Agreement at any time upon ninety (90) days written notice to the other party.

ARTICLE 5 – GENERAL TERMS

- 5.1 This Agreement is governed by the laws of the Commonwealth of Kentucky and proper jurisdiction for any dispute pertaining to the services of this Agreement is in the Jefferson County courts.
- 5.2 This Agreement contains the entire agreement between the parties for athletic training services.

- 5.3 This Agreement may not be assigned by either party without written consent of the other; however, Baptist may assign this Agreement with seven (7) days written notice to School to any of Baptist's owned or affiliated entities.
- 5.4 The parties acknowledge that Baptist has entered into this Agreement after arms' length negotiation in furtherance of legal and charitable purposes. If at any time it is determined by Baptist Legal Counsel that any provision of this Agreement could be deemed by the Internal Revenue Service to be inconsistent with such charitable purposes, or if any provision could be deemed illegal, Baptist may modify such provision, including payment provisions, in a manner designed to eliminate such inconsistency or illegality. Such modification shall be made after notice thereof has been provided to School and School has been given an opportunity to discuss the modification with Baptist.

BY THEIR SIGNATURES BELOW, THE PARTIES OR THEIR REPRESENTATIVES
INDICATE AGREEMENT TO THE TERMS CONTAINED HEREIN:

**BAPTIST HEALTH
MEDICAL GROUP, INC**

**SPENCER COUNTY
PUBLIC SCHOOLS**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____