

## **AGREEMENT**

This agreement is made between Jennie Stuart Medical Center, Inc., a Kentucky nonprofit corporation with its principal office located at 320 West 18th Street, Hopkinsville, Kentucky 42240 ("JSMC") and the Christian County Board of Education, a Kentucky public school district with its principal office located at 200 Glass Avenue, Hopkinsville, Kentucky 42240 ("CCBE").

## **RECITALS**

A. JSMC operates an acute care hospital serving the western Kentucky region, including the Christian County and the surrounding counties.

B. JSMC has historically employed athletic trainers that qualify as athletic trainers under the rules, guidelines, and bylaws of the Kentucky High School Athletic Association.

C. CCBE's high schools and middle schools field athletic teams that compete and operate under the health and safety rules of the KHSAA, which require qualified health trainers to perform certain functions such as concussion screening.

D. For 20 or more years, JSMC has provided athletic trainers, at no or little cost, to CCBE and other nearby western Kentucky schools and school districts in recognition of the importance of ensuring the health and safety of high school and middle school student athletes.

E. During 2020, the COVID-19 pandemic, including the governmental rules and regulations imposed because of the pandemic, has negatively impacted the finances of JSMC and other community health organizations.

F. As a result of the negative financial consequences associated with the COVID-19 pandemic, JSMC cannot provide athletic trainers at little or no cost to CCBE's high schools and middle schools during the 2020-2021 school year.

G. CCBE has been designated to received certain funding under the CARES Act, passed by Congress in response to the COVID-19 pandemic, to address additional financial needs that have arisen as a result of the COVID-19 pandemic, such as the cost of athletic trainers that would have otherwise been provided at no or little cost.

H. CCBE and JSMC, recognizing that the 2020-2021 school year is a unique school year (posing unique challenges and opportunities) because of the COVID-19 pandemic, wish to enter into a one year agreement whereby JSMC will provide CCBE's sports teams for a fee (funded by CARES Act funding) with athletic trainers as it has done for the past twenty or more years.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties hereby agree and contract as follows:

1. **Description of Services.** JSMC will provide two certified, licensed athletic trainers for the 2020-2021 school year, along with appropriate physician supervision. The athletic trainers shall be certified by the National Athletic Trainers' Association Board of Certification and licensed by the Kentucky Board of Medical Licensure to perform the duties as outlined below and is employed by or contracted to JSMC. The services to be provided are more specifically described as follows:

1.1. **Injury Prevention.** The athletic trainers will serve as advisors and be available for consultation on basic conditioning and flexibility programs.

1.2. **Injury Care.** The athletic trainers, in conjunction with the district athletic director and the high school's athletic director, will implement appropriate emergency management procedures for all practices and athletic events. The athletic trainers will act as the primary care givers when on-site. If no athletic trainer is present, the coach in charge should determine the level of medical care.

1.3. **Availability.** The athletic trainer will be available to cover as many practices and home contests as practicable. If an athletic trainer is not present, and there is a suspected serious injury, the head coach or other responsible person will call emergency medical services available in that area.

1.4. **Rehabilitation.** The athletic trainers will supervise the physical rehabilitation of any team member as prescribed by the team physician and/or in conjunction with the physical therapists and other health care providers at JSMC. The athletic trainers will assist the coaches and team physicians in determining the athlete's readiness to return to play. The athletic trainers will be given written and verbal orders from the orthopedic surgeons or other health care providers at JSMC regarding readiness to return to play if a physician or other health provider has determined that the athlete has been deemed physically unable to play for medical reasons. Any equipment provided by JSMC shall remain the property of JSMC.

1.5. **Equipment.** JSMC will furnish the equipment shown on the attached sheet, and will keep the equipment properly maintained and in good working condition.

1.6. **Protective Taping and Bracing.** The athletic trainers will be available as much as practicable for taping, wrapping, and bracing. The athletic trainers will be available as much as practicable for selection, design, fabrication, application, and fitting of appropriate protective devices. JSMC will furnish appropriate sports medicine and first aid supplies, including but not limited to tape, pre-wrap, bandages, gauze, ice bags, and the supplies shown on the attached sheet.

1.7. **Compliance and Record Keeping.** The athletic trainers will assist athletic directors in managing the appropriate pre-participation forms. The athletic trainers will keep a daily injury/treatment log of all care provided. The athletic trainers will record all injuries and supporting documentation. The athletic trainers will assist athletic directors in seeing that KHSAA rules and protocols for the health and safety of athletes are followed and in keeping accurate documentation thereof.

1.7 **Education.** The athletic trainers will offer CCBE's administrators, coaches, and athletes education on the prevention and care of athletic injuries, including relevant protocols for the prevention and treatment of concussions, the prevention and avoidance of heat-related medical conditions, and the mitigation of the risk of the spread and transmission of viruses, including the virus associated with COVID-19. The athletic trainers will be the primary consultant for all medical aspects of sport.

1.8 **Communication.** The athletic trainers will act as the liaisons between the physician, physical therapist, and parent/athletes. The athletic trainer will maintain good verbal and written communication with the head coaches and parents/athletes.

1.9. **Event and Practice.** To the extent practicable: (a) the athletic trainers will provide reasonable coverage of practices for their school's athletic teams depending on risk of physical injury; (b) the athletic trainers will be present when the school day concludes and will remain on applicable campus or at the applicable facility until all practices and/or games conclude throughout the week; (c) the athletic trainers will provide coverage for all home events; (d) in the event of multiple home events, the athletic trainers will provide coverage to the sport with the highest risk for catastrophic injury as determined by the athletic trainers in conjunction with the applicable school athletic director; and (e) will be available via cellular phone should an injury occur at a different site for consultation.

1.10. **Services Limited to Scope of Practice.** In no event will an athletic trainer furnished by JSMC under this agreement be required or expected to perform services outside the scope of an athletic trainer's practice or beyond the athletic trainer's training and experience.

## **2.0. Other Terms and Conditions.**

2.1. **Payment for Services.** For the athletic trainer services rendered hereunder, physician supervision, supplies, equipment, equipment maintenance, mileage, insurance, and all other items to be furnished by JSMC as described above, CCBE will pay JSMC a monthly fee of \$11,666.66 per month with the first such monthly payment being due and payable on July 1, 2020 and the last such monthly payment begin due on June 1, 2021.

2.2. **Exclusive Provider.** For the term of this agreement, JSMC will serve as the exclusive provider of athletic training services to CCBE and its schools.

2.3 **Term.** The term of the agreement will be for one year beginning on August 1, 2020 and ending on June 30, 2021. The agreement will not automatically renew. If high school athletics are terminated and/or canceled by the KHSAA or other governmental authority, CCBE shall be entitled to terminate this agreement prior to its term on 30 days written notice to JSMC. Likewise, if high school athletics are suspended (but not terminated or canceled), CCBE shall have the right to suspend payments to JSMC for the length of suspension on 30 days written notice to JSMC.

2.4. **Other Medical Services.** The athletic trainers will provide the athletic training services described herein. Any other medical services required will be the responsibility of the athlete/parent and/or their insurance(s).

2.5. **Limitation on JSMC's Obligation to Provide Athletic Trainers.** JSMC proposes to furnish Kurtis L. Harris and Lawrence B. Butler to provide athletic trainer services under this agreement. CCBE acknowledges its acceptance and approval of the athletic trainers just named. If an athletic trainer resigns or otherwise becomes unavailable to provide athletic trainer services under this agreement for more than a short period of time, JSMC will immediately undertake in good faith to secure a replacement athletic trainer acceptable to CCBE. If JSMC does not secure a replacement athletic trainer acceptable to CCBE for approximately the same cost to JSMC as the earlier athletic trainer within 30 days of the earlier athletic trainer's becoming unavailable, either party will have the right to terminate this agreement upon written notice to the other, after which neither party will have any obligations under this agreement to the other.

2.6. **Liability.** The parties shall be responsible for their own actions to the extent and in the manner provided for by applicable law. JSMC acknowledges that Kentucky law prohibits state agencies, including local boards of education, from indemnifying any third party. Both parties will ensure that the liability of the parties for the actions and omissions of their respective employees, agents, and contractors is adequately insured in an amount of at least \$1,000,000.00 per occurrence.

2.7. **Exclusive Advertising Privileges.** JSMC will have exclusive sports medicine advertising privileges at athletic events.

Dated, this \_\_\_\_ day of June, 2020.

JENNIE STUART MEDICAL CENTER, INC.

By: \_\_\_\_\_  
Eric Lee, Chief Executive Officer

CHRISTIAN COUNTY BOARD OF EDUCATION

By: \_\_\_\_\_  
Linda Keller, Board Chair