



Request For Proposal – Athletic Trainer Services

Estill County High School



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DETAILED RESPONSE TO RFP



ATHLETIC TRAINING AGREEMENT

I. Background and Purpose

- A. This Agreement (the "Agreement") is dated and effective as of the 1st day of July, 2022 by and between Bluegrass Orthopaedics, LLC, a Kentucky limited liability company (the "Provider") and Estill County High School (the "School District").
- B. School District would like to establish an athletic training program ("Athletic Training Program") at its facility located at Estill County High School (the "Facility").
- C. Provider specializes in the operation of orthopaedic services, as well as athletic training programs ("Athletic Training Services").
- D. Provider also retains qualified and licensed orthopaedic doctors, physician assistants, physical therapists, and certified athletic trainers capable of providing sports medicine services ("Staff").
- E. School District desires to retain Provider to provide Athletic Training Services and Staff for the School District to develop and implement an Athletic Training Program, and Provider is willing to provide such Athletic Training Services and Staff, upon the terms and conditions contained herein.

II. Personnel

The Provider shall employ a licensed certified athletic trainer. The Provider will serve in this capacity for KHSAA sanctioned home games (soccer, football, basketball, baseball, and softball), on average of 15 hours per week.

- A. The Provider will ensure that each athletic trainer will be certified nationally by the Board of Certification and Licensed by the Kentucky Board of Medical Licensure. The Provider will also ensure each athletic trainer will have a clear background check and drug screening, conducted by The Provider.
- B. The Provider agrees to maintain an alternative certified Athletic Trainer when the primary Athletic Trainer is unavailable.

- C. The Provider will provide a team physician on-call 24 hours a day, 7 days a week.
- D. The Provider will provide an athletic trainer for special events for an additional fee mutually agreeable by The Provider and The School District.

III. Services Provided

- A. The Provider ensures cell phone accessibility for all athletic trainers.
- B. The Provider will assist The School District and the student-athletes, families, and coaches in understanding the secondary insurance policy. Guidance and direction will be given to assist during the process. The Provider's Staff will speak directly with parents of student-athletes when physician referrals are deemed necessary, and will assist the parent with understanding the secondary insurance policy.
- C. The Provider's athletic trainers will have the option to supervise and instruct athletic training student aides. CPR/FA training will be given to these individuals at no cost. Education of student aides will follow the direction of the standards set forth by the National Athletic Trainers' Association.

IV. Facilities and Supplies

- A. The School District shall provide appropriate space for the conduct of any athletic training program, including appropriate equipment for the development of the Athletic Training Program, as per mutual consent of the Athletic Trainer and the School District. The School District shall also be responsible for maintaining athletic training equipment.

V. Estill County High School Responsibilities

- A. The School District ensures the coaching and athletic department staff will meet with the athletic trainer and let him/her know of changes in schedules. The Provider can not guarantee that an event will have coverage with less than 24 hours' notice of a change.

VI. Equal Opportunity

Bluegrass Orthopaedics is an equal opportunity employer, with a long-standing commitment to equal employment for all associates and applicants. Employment decisions are made without regard to race, color, sex, religion, national origin, age, disability, genetic information, sexual orientation, gender identity or expression, marital status, veteran's status, citizenship status, or any other basis prohibited by law. Further, associates cannot lose their employment due to garnishment of their wages to pay their debts or filing bankruptcy.

VII. Risk Management

The Estill County High School administrators and Bluegrass Orthopaedics' will inform each other of any lawsuit which is threatened, or any patient care event which causes or contributes to injury or death, and could result in a lawsuit, if a Bluegrass Orthopaedics staff member is involved with said athletes care.

VIII. Liability

School District shall maintain at its sole expense adequate general liability insurance coverage in the amount of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate, which insurance shall cover the School District and Staff, including the Provider. The liability insurance coverage shall name Provider as an additional insured. Provider shall provide proof of malpractice coverage of staff provided to School District at the limits of \$1,000,000 per incident and \$3,000,000 in the aggregate. Provider shall not amend or cancel malpractice coverage without written notice to the School District.

IX. HIPAA Compliance

Both parties will comply with applicable provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Prior to the relevant sports season and/or at the beginning of each academic school year, the School District will obtain for each student athlete involved in a program for which the Provider will provide services hereunder a HIPAA-compliant authorization signed by the student (if age 18 or over) and/or his/her parent or guardian permitting the Provider to treat the student and to release pertinent information to the School relating to any services provided by the Provider to the student under this Agreement. Students without a completed and signed Authorization will not be able to receive treatment from the Provider. School District will advise all student athletes that failure to complete and sign an Authorization will result in not being able to receive treatment from the Provider as provided for under this Agreement.

X. Disclosure of Proposal Information

It is understood that proposals submitted become public record. Where in course of making a proposal, a vendor submits technical or business information that is claimed to be proprietary or confidential, the vendor shall so indicate. The School District shall give consideration to the claim of confidentiality where legally permitted.

XI. Non-Solicitation

During the term of this Agreement and for a period of one (1) year after the termination or expiration of this Agreement, Provider and School District shall not directly solicit any of the other's employees or independent contractors to accept employment with Provider or School District, except with the other party's written consent.

XII. Indemnity

To the extent allowed by law, The Provider shall indemnify The School District against all damages caused to persons or property as a result of the negligent actions or wrongful acts of the selected vendor, its employees, servants and/or agents. The Provider shall, to extent allowed by law, indemnify and hold harmless The School District, its employees, servants, and/or agents for all claims, demands, actions, suits, or proceedings initiated by third parties arising from the negligence of The Provider, its employees, servants, and/or agents. The Provider shall take reasonable precaution for safety and reasonable protection to prevent damage, injury or loss to all students, employees, and other third parties, where applicable.

XIII. Finance

- A. Consideration. In consideration of Provider's performance of the Athletic Training Services and the placement of an athletic trainer at the Facility, School District shall pay to Provider a fee (the "Service Fee") in an amount equal to (\$8,500.00/year) per 2022-2023 school year.
- B. The essential supplies and equipment will be reasonably agreed upon by the School District and the Provider.
- C. The School District agrees that the Provider will be the exclusive sports medicine-related sponsor. School will not make public announcements during sporting events advertising for any other sports medicine-related entity without the consent of the Provider.
- D. In the event that the School District desires Athletic Training Services to cover other KHSAA, district, regional, state, or non-school sponsored sporting events / tournaments hosted by the School District, the Provider and the School District will attempt to mutually agree on the coverage of the event and the additional fee for such coverage.
- E. Signage, agreed upon by The Provider and The School District, shall be posted in or around the Athletic Training Room, designating The Provider as the sole provider for Sports Medicine Services.
- F. Signage, agreed upon by The Provider and The School District, shall be posted at each athletic venue, designating The Provider as the sole provider for Sports Medicine Services.
- G. PA announcements will be given by The School District during each home contest stating The Provider is the sole provider for Sports Medicine Services.

XIV. Terms and Termination of the Agreement

- A. This Agreement shall have a term of 1 year, commencing on July 1st, 2022 and terminating at the conclusion of the Spring sports season.
- B. The procedure outlined below shall be followed prior to a contract being terminated:
 - 1. Issue warning letter and outline violations and length of time to correct the problem
 - 2. Issue a letter of Intent to Cancel Contract, if problem is not resolved by given date
 - 3. Issue letter to cancel contract
- C. A meeting will be held annually to re-evaluate the terms of this agreement. It is understood that any revisions or modifications of this agreement will be mutually agreed upon by The Provider and The School District, and shall be included in written amendments.

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

BLUEGRASS ORTHOPAEDICS

By: AC MS ATC
Print Name: Andrew Carlson, MS, ATC
Title: Director of Business Development

ESTILL COUNTY SCHOOLS

By: _____
Print Name: _____
Title: _____

BGO CERTIFICATE OF INSURANCE

CERTIFICATE OF INSURANCE		Issue Date: 01/23/2020	
Effective Date: 04/01/2020		A Claims-Made Professional Liability Policy	
First Named Insured: Bluegrass Orthopaedics PSC 3480 Yorkshire Medical Park Lexington KY 40509		IMPORTANT NOTICE: This document demonstrates coverage in force on the Effective Date listed. It is issued as a matter of Information and does not confer rights to any recipient. This document is not binding, is not part of the Policy described below, and does not change or extend the coverage provided by that Policy.	
Protected Party: Bluegrass Orthopaedics PSC			
Specialty: Corporation			
Policy Number: 006KY000025389	Policy Period: From: 04/01/2020 To: 04/01/2021	Retroactive Date: 04/01/2002	
The Protected Party above is: <input checked="" type="checkbox"/> A Named Insured <input type="checkbox"/> A Locum Tenens <input type="checkbox"/> An additional Protected Party		Agency and Address: Arthur J. Gallagher & Co. 9300 Shelbyville Road, Suite 704 Louisville, KY 40222	
LIMITS OF LIABILITY Claim Limit: \$1,000,000		Aggregate Limit: \$3,000,000	
I. Locum Tenens and Additional Protected Parties share Limits of Liability with the applicable Named Insured. II. Individuals who occupy a "slot" share Limits of Liability with all others who occupy the same "slot" during the Policy Period. III. Photocopies of this document are deemed as valid as the original. IV. The policy, including endorsements, determines the coverage provided. Some claims may not be covered by the terms of the policy, or may be subject to restrictions such as lower Limits of Liability. V. If the policy, or coverage for any person, is canceled for any reason or if the terms of the policy are changed, we will notify the First Named Insured only. Coverage is not in effect unless and until all payments are received when due.			

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