



Kenton County School District | It's about ALL kids.

Issue Paper

DATE:

8/27/2024

AGENDA ITEM (ACTION ITEM):

Consider/Approve an amendment to the Athletic Training Service Agreement with St. Elizabeth Healthcare to provide Athletic Training Services for middle school football games “as available”, which is altered from the previous agreement that such services “will” be provided.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

HISTORY/BACKGROUND:

Since 2021 St. Elizabeth Healthcare has provided Athletic Training Services for all high school athletics, in addition to middle school football games. Due to staffing shortages of Athletic Trainers in the region, St. Elizabeth will not be able to provide Athletic Trainers for middle school football, however they will continue to provide services for all high school athletics. Athletic Trainers will return to the middle schools as staffing becomes available. St. Elizabeth will continue to provide the annual exclusive sponsorships of \$5,000.00 to each middle school athletic program per the original agreement. In lieu of services from St. Elizabeth Healthcare, the District has developed a plan to provide onsite coverage for middle school football games.

FISCAL/BUDGETARY IMPACT:

St. Elizabeth will continue to provide \$5,000.00 per year to each middle school athletic program for exclusive sponsorship rights.

RECOMMENDATION:

Approve an amendment to the Athletic Training Service Agreement with St. Elizabeth Healthcare to provide Athletic Training Services for middle school football games “as available”, which is altered from the previous agreement that such services “will” be provided.

CONTACT PERSON:

Brian E. Vanover

Principal/Administrator



District Administrator



Superintendent

*Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda
Principal – Complete, print, sign and send to your Director. Director – if approved, sign and put in the Superintendent’s mailbox*

**AMENDMENT TO
ATHLETIC TRAINING SERVICES AGREEMENT**

This AMENDMENT is made on this 10th day of September 2024 (“Amendment Effective Date”) to an Athletic Training Services Agreement entered into on July 1, 2021 (the “Agreement”), by and between **Saint Elizabeth Medical Center, Inc. dba St. Elizabeth Healthcare** (“St. Elizabeth”), and **Kenton County Board of Education** (“Kenton County School District” or collectively as the “Schools” or each school individually referred to by each School’s name).

RECITALS:

WHEREAS, the parties entered into the Agreement for St. Elizabeth to provide athletic training services to Schools; and

WHEREAS, the parties desire to amend the Agreement to modify staffing availability.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions contained in the Agreement, the parties agree as follows:

1. The parties acknowledge and agree that the Term has been extended through June 30, 2025. Thereafter, the parties may extend the term for another one (1) year period as set forth in a writing signed by each party and affixed hereto as an amendment to this Agreement.

2. Exhibit B, at Section II, shall be deleted in its entirety and replaced with the following:

II. Contractor will provide Athletic Training services, as available, to the following middle schools: Summit View Middle School, Twenhofel Middle School, Woodland Middle School, and Turkey Foot Middle School. Services may include event coverage and injury consultation and will be provided according to staffing availability.

Notwithstanding the foregoing, Contractor will make a good faith effort to provide coverage of onsite events and practices as the parties mutually agree. However, such coverage of services is not guaranteed and is contingent upon Contractor personnel availability and as subject to Contractor personnel staffing, scheduled time off, holidays, sick days, and other such factors outside of Contractor's control.

3. No other changes. All other terms and conditions of the Agreement not specifically addressed above are hereby reaffirmed.

IN WITNESS WHEREOF, the parties have executed this Amendment on the Effective Date first written above.

Kenton County Board of Education

Saint Elizabeth Medical Center, Inc.

By: _____

By: _____

Name: _____

Name: Vera Hall

Title: _____

Title: EVP & Chief Operating Officer

ATHLETIC TRAINING SERVICES AGREEMENT

This Athletic Training Services Agreement (“Agreement”) is made as of the 1st day of July 2021 (“Effective Date”), by and between **Saint Elizabeth Medical Center, Inc. dba St. Elizabeth Healthcare**, a Kentucky nonprofit corporation with a principal office at 1 Medical Village Drive, Edgewood, KY 41017 (hereinafter referred to as “Contractor” or “St. Elizabeth Healthcare”), and **Kenton County Board of Education**, on behalf of itself and its Schools, with a principal office located at 1055 Eaton Drive, Ft. Wright, KY 41017 (hereinafter referred to as the “Kenton County School District” or collectively as the “Schools” or each school individually referred to by each School’s name).

WITNESSETH:

WHEREAS, Kenton County School District, on behalf of its Schools, desires to have certain athletic training services and/or athletic trainer assistance services provided in connection with its School athletic programs; and

WHEREAS, Contractor has agreed to perform such services for the Schools which includes Schools’ teachers, coaches and applicable students on the terms and conditions set forth in this agreement.

NOW, THEREFORE, the parties, intending to be legally bound, and in consideration of the mutual covenants and agreements herein contained, agree as follows:

1. Services. Contractor agrees to furnish those services set forth in the attached **Exhibit A** (the “Services”) during such times and at those events set forth in the attached **Exhibit B**. During the term of this Agreement, Contractor shall be the exclusive provider of Services to School.

2. Responsibilities of School. School shall:

A. Provide a dedicated area reasonably acceptable to Contractor (the “Athletic Training Room”) to perform the Services, other than the Services provided at events.

B. Take such action and adopt such policies as are reasonable and desirable to facilitate communication between School, its coaches and other representatives of its athletic department, and Contractor.

C. Designate School’s Athletic Director to serve as the primary contact for Contractor’s communication with School.

D. Provide Contractor with athletic event schedules one month prior to the first scheduled event and communicate revisions to the schedule to Contractor no less than two (2) weeks prior to any such revision.

E. Designate Contractor as the exclusive healthcare-related sponsor. School will not make public announcements during sporting events advertising for any other healthcare-related entity without the consent of Contractor. School will not display any other healthcare-related entity's logo and/or name on scoreboards or anywhere on School property without the consent of Contractor.

3. Consideration. In consideration as the exclusive healthcare-related sponsor, St. Elizabeth Healthcare will provide the following annual contributions to the Schools during the term of the Agreement:

1.	Summit View Academy	\$5,000.00
2.	Turkey Foot Middle School	\$5,000.00
3.	Twenhofel Middle School	\$5,000.00
4.	Woodland Middle School	\$5,000.00
5.	Dixie Heights High School	\$10,000.00
6.	Scott High School	\$10,000.00
7.	Simon Kenton High School	\$10,000.00

In addition to the above annual contributions, St. Elizabeth Healthcare will provide an annual contribution of \$10,000.00 per year paid directly to the Kenton County School District.

4. Term/Termination.

A. Term. The term of the Agreement will commence on July 1, 2021 and shall continue until June 30, 2022, unless otherwise earlier terminated as provided for herein. Thereafter, if agreed upon by both parties, the Agreement may be extended annually for a one (1) year term up to not more than four (4) additional annual renewals which such renewals shall be set forth in a writing signed by both parties and affixed hereto as an amendment to this Agreement.

B. Termination without cause. Either party may terminate the Agreement without cause and at any time by giving not less than thirty (30) days prior written notice to the other party.

C. Termination with cause. Either party may terminate this Agreement at any time in the event the other party engages in an action or omission constituting a material breach of any term or condition of this Agreement. The party seeking to terminate the Agreement for cause shall provide the breaching party with not less than thirty (30) days' advance written notice specifying the nature of the breach. The breaching party shall then have fifteen (15) days from the date of the notice in which to remedy the breach in conformance conduct to the Agreement. If corrective action is not taken within the time specified, this Agreement shall terminate at the end of the thirty (30) day period without further notice or demand and the parties shall have no further obligation hereunder, except obligations that survive the termination of this Agreement.

5. Independent Contractor. Contractor, in performing the Services, is acting in the capacity of an independent contractor, and is not an agent, servant, partner, or employee of School. Contractor will have control over the performance of the Services, and shall be solely responsible for payment of its federal and local taxes, salary for its employees, Social Security payments, and any and all other expenses incurred by Contractor in the performance of this agreement, subject to School's indemnification obligation set forth herein. None of the benefits provided by School to its employees including, but not limited to, Workers' Compensation insurance, disability insurance, medical insurance and employment insurance shall be provided by School to any of Contractor's employees. Contractor has no authority hereunder to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of School or to bind School in any way whatsoever.

6. Insurance.

A. Contractor, at its expense, shall carry a policy or policies of professional liability and general liability insurance issued by an insurance carrier reasonably acceptable to School, or shall maintain an adequately funded self-insurance plan, providing coverage in the amount of at least \$1 million per occurrence and \$3 million aggregate per year, which insures Contractor and each employee thereof against any act, error or omission of Contractor and Contractor's employees providing Services under this Agreement. Contractor shall also maintain Workers' Compensation insurance on its employees providing services under this Agreement as may be required and consistent with state law. Upon request by School, Contractor agrees to promptly furnish evidence of such insurance coverage.

B. School, at its expense, shall carry a policy or policies of professional liability and general liability insurance, issued by an insurance carrier reasonably acceptable to Contractor, providing coverage in the amount of at least \$1 million per occurrence and \$3 million aggregate per year, which insures School and each employee thereof against any act, error or omission of School and School's employees. Schools shall also maintain Workers' Compensation insurance on its employees engaged in activities under this Agreement as may be required and consistent with state law. Upon request by Contractor, School agrees to promptly furnish evidence of such insurance coverage.

7. Indemnification.

A. Contractor shall indemnify, defend and hold School harmless from and against any and all liability, judgments, costs, damages, claims or demands, including, without limitation, reasonable attorneys' fees, for third party claims arising out of the negligence or willful misconduct of Contractor in the performance of the Services under this Agreement.

B. School shall indemnify, defend and hold contractor harmless from and against any and all liability, judgments, costs, damages, claims or demands, including, without limitation, reasonable attorneys' fees, for third party claims arising out of the negligence or willful misconduct of School arising from School's athletic programs, maintenance of its facilities or otherwise related to this Agreement.

8. Notices. All notices, requests, demands, directions and other communications required or permitted under the provisions of this Agreement, or otherwise with respect hereto, shall be in writing and shall be: (i) mailed by first class registered or certified mail, return receipt request, postage prepaid; or (ii) sent by next day business courier (such as Federal Express or the like); or personally delivered; as follows:

If to Contractor, to:

St. Elizabeth Sports Medicine
830 Thomas More Parkway
Edgewood, Kentucky 41017
Attention: Scott Helton, Director of Sports Medicine and Athletic Training Svcs.

With a copy to:

St. Elizabeth Healthcare
1 Medical Village Drive
Edgewood, KY 41017
ATTN: Gary Blank, Executive Vice President and Chief Operating Officer

If to the School, to:

Kenton County Board of Education
1055 Eaton Drive
Ft. Wright, Kentucky 41017
ATTN: David Lloyd, Facility Systems Director

or to such other address(es) or to the attention of such other person(s) and officer(s) as the addressee of any such notice shall have previously furnished to the sender in writing. Each notice or communication which shall be transmitted in the manner described above shall be deemed sufficiently given, served, sent, or received for all purposes at such time as it is sent to the addressee (with return receipt, delivery receipt being deemed conclusive evidence of such mailing, transmission or delivery), or at such time as delivery is refused by the addressee on presentation.

9. 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, Schools will obtain for each student athlete involved in a program for which Contractor 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 Contractor to treat the student and to release pertinent information to School relating to any services provided by Contractor to the student under this Agreement. Students without a completed and signed Authorization will not be able to receive treatment from Contractor. Schools will advise all student athletes that failure to complete and sign an

Authorization will result in not being able to receive treatment from Contractor as provided for under this Agreement. An Authorization is attached hereto as Exhibit C.

10. Binding Effect; Assignment. This Agreement shall inure to the benefit of and be legally binding on the parties hereto, their successors and assigns.

11. Waiver of Breach. The waiver by either party of any breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach hereunder. No waiver shall be valid unless in writing and signed by the party granting such waiver.

12. Entire Agreement. This Agreement contains the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes any prior written or oral agreements or understandings, and any contemporaneous oral agreements or understandings, between them respecting the subject matter hereof. There are no representations, agreements, arrangements or understandings, oral or written, between and among the parties hereto relating to the subject matter of this Agreement that are not fully expressed herein.

13. Amendment or Modification. This Agreement shall not be waived, changed, modified, extended or discharged except by an agreement in writing, signed by both parties hereto.

14. Severability. If any provision of this Agreement shall, for any reason, be adjudged by a court of competent jurisdiction to be invalid or unenforceable, such invalidity shall not affect, impair or invalidate the remaining provisions of this Agreement.

15. Headings. The headings used in this Agreement are for convenience of reference only and shall not control or affect the meaning or construction or limit the scope or intent of any provision of this Agreement.

16. Counterparts. This Agreement may be executed in several counterparts or with counterpart signature pages, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same Agreement.

17. No Rights in Third Parties. Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or any persons other than the parties hereto.

18. Governing Law. This Agreement shall be construed and interpreted and its validity shall be determined in accordance with the laws of the Commonwealth of Kentucky.

Signature page follows.

IN WITNESS WHEREOF, the parties hereto have set their hands on the dates noted below.

SAINT ELIZABETH MEDICAL CENTER, INC.

By: _____

Name: Gary Blank

Title: Executive Vice President and Chief Operating Officer

KENTON COUNTY BOARD OF EDUCATION

By: _____

Name: _____

Title: _____

EXHIBIT A

Services

1. Contractor will provide a National Athletic Trainers Association (NATA) Certified Athletic Trainer(s) and/or a Licensed Athletic Trainer(s) to provide the Services to School at the times and during the events set forth on Exhibit B. The Services will be limited to those within the scope of the Athletic Trainer's certification and/or licensure and upon receipt of required authorization from students. Any and all Services will be performed within the limitations of the Kentucky Board of Medical Licensure Athletic Trainer's Practice Act.
2. Contractor will assist to facilitate that a physician be present at regular and post-season Varsity football home and away games, except for games requiring excess travel and/or emergency situations. Contractor will assist to facilitate with Schools in situations requiring additional physician coverage or any exceptions to physician coverage at a Varsity football game.
3. All services will be provided on the Schools' premises with the exception of sports events at other schools where Schools' athletes are the "visiting" team if such coverage is required by Exhibit B.
4. As permitted by applicable law and completed HIPAA Authorization, Contractor will provide Schools with records of treatment rendered by the Athletic Trainer under the Agreement for all athletic injuries for which Contractor renders treatment and of all rehabilitation procedures provided or recommended by Contractor. Contractor will also facilitate communication between an injured athlete, the Athletic Director and the team or family physician regarding the status of injury.
5. In cooperation with Schools' Athletic Director(s), Contractor will develop a list of locations of emergency phones and emergency phone numbers to be distributed to student athletes and coaches.
6. Contractor will provide baseline ImPACT™ concussion testing for all athletes at a designated time.

EXHIBIT B

Contractor will provide the Services at the following times and locations:

- I. Contractor will provide Athletic Trainer to the following schools: Dixie Heights High School, Scott High School, and Simon Kenton High School.

Services will include the following:

1. Coordination, organization, and supervision of the sports medicine program at the respective school.
2. Support the operation of an on-campus athletic training room.
3. Communication with School officials, physicians, parents and players regarding the management of athletic injuries in accordance with applicable law and the signed medical release and authorization.
4. Oversight of medical supplies inventory and purchasing.
5. Provide practice coverage, evaluation and treatment of injuries, documentation, and injury prevention education during calendar week typically starting at 2:30 p.m. until the end of the regularly scheduled practice time. In addition to practice, the Athletic Trainer will provide Services for Schools' home sporting events.
6. Assist Schools with the establishment of emergency action plans for each sport and venue, under the direction/advisement of the School's Athletic Director. Such plans will be consistent with applicable state law and KHSAA guidelines.
7. Facilitate and coordinate Student participation in the student athletic trainer mentor program at St. Elizabeth in accordance with St. Elizabeth policies and procedures.
8. Assist in the coordination of student pre-participation physical examinations (PPE) as required by KHSAA.
9. Provision of baseline concussion testing available to all Student athletes at designated times.
10. Contractor will offer to provide student athletes with assistance in making appointments for care related to follow up from injuries.
11. In administering the services and athletic programs hereunder, neither party shall discriminate against any student, faculty, staff or parent on the basis of race, creed, color, sex, age, handicap, national origin or any other classification protected by Federal or applicable State constitutional/or Statutory Laws.

- II. Contractor will provide an Athletic Trainer to the following middle schools as follows: Summit View Middle School, Twenhofel Middle School, Woodland Middle School, and Turkey Foot Middle School.

Services will include:

1. On-site coverage of home football games
2. Coverage of 3 practices per week, with each home game counting as one on the required "practices"
3. Middle School – all home football, volleyball, basketball, wrestling, and track & field.

EXHIBIT C

AUTHORIZATION FOR TREATMENT & RELEASE OF HEALTH INFORMATION

As (please specify) parent/guardian of _____ (the "Student"), a student in the Kenton County School District who is participating in extracurricular athletic programs (the "Programs") of the _____ School ("School") during the 2021-2022 academic school year, I understand that in the course of competing in the Program(s) or Program-sponsored events the Student may require attention or assistance from an athletic trainer for illness or injury incurred while participating in such Program-sponsored sporting events. I understand that the School has arranged for St. Elizabeth Healthcare to provide such attention and assistance during certain Program-sponsored events and I authorize Student to receive such attention and assistance. I, the undersigned, hereby authorize St. Elizabeth Healthcare to treat and release all medical information about the Student obtained in the course of providing athletic training attention or assistance during Program-sponsored events to the School and its representatives including, but not limited to, coaches, athletic director, team and/or family physician, for the purpose of making determinations regarding the continued participation of the Student in the Program or Program-sponsored sporting events.

I understand that I have the right to revoke this authorization at any time except to the extent St. Elizabeth Healthcare has already acted as a result of this authorization. I further understand that any revocation must be provided in writing to St. Elizabeth Healthcare.

I also understand that when information is used or disclosed based on an authorization, the information may be re-disclosed by the recipient and no longer protected by the Standards for the Privacy of Individually Identifiable Health Information.

I have received a copy of the St. Elizabeth Healthcare Notice of Privacy Practices which is also located on the St. Elizabeth Healthcare website.

This authorization shall expire at the end of the Program's season.

I understand that I have the right to refuse to sign this authorization.

Student's Name

Street/box number

Student's Date of Birth

City, State, Zip Code

Student's Signature (required if student is 18 or over or will turn 18 before program ends)

Student's Telephone Number

Name of Parent or Guardian

Date

Signature of Parent or Guardian