

ATHLETIC TRAINING SERVICES AGREEMENT

This Athletic Training Services Agreement (“Agreement”) is effective as of July 1, 2026 (“Effective Date”) by and between **Children's Hospital Medical Center** (“CCHMC”) and **Covington Independent Public Schools** (“School System”).

WHEREAS, CCHMC is an independent, full-service pediatric academic medical center with a global reach, dedicated to improving child health and transforming the delivery of care through fully integrated, globally recognized research, education, and innovation; providing high quality, family centered care and outstanding teaching programs; and achieving the best medical and quality of life outcomes, patient and family experience, and value for patients from its community, the nation, and the world, today and in the future, with a vision to be the leader in improving child health.; and

WHEREAS, CCHMC operates a Division of Sports Medicine (“Division”) which provides outpatient services to pediatric age group patients, specifically in the areas of sports injury care, sports injury prevention, and performance training; and

WHEREAS, School System operates a middle school(s) and a high school(s) with students who participate in athletics (“Students”); and

WHEREAS, School System desires that CCHMC provide certain services described herein to Students attending schools within School System’s school district identified in this Agreement (each referred to as a “District School” and collectively as “District Schools”); and

WHEREAS, CCHMC is willing to provide such services in accordance with the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and obligations contained herein CCHMC and School System hereby agree as follows:

1. **Description of Services.** CCHMC employed or contracted certified athletic trainers (“ATC”) will provide services described in Schedule A, which is attached hereto and incorporated herein by reference (“Services”). Each ATC providing Services will be licensed in accordance with the laws of the State of Kentucky. From time-to-time, a CCHMC Division physician (“Physician”) may be present along with the ATC. Services will be provided to School System and those District Schools identified in Schedule B, which is attached hereto and incorporated by reference. If Services will be provided only to School System and no District Schools, then all references to District Schools shall be deemed to refer to School System. ATCs and Physicians will be assigned to District Schools at CCHMC’s sole discretion. Schedule B indicates the estimated full-time equivalent status (“FTE”) of the ATC(s) assigned to each District School, which may be changed from time-to-time by CCHMC in its sole discretion so long as it provides the applicable District School at least thirty (30) days prior notice.

2. **School Responsibilities.** As a condition precedent to CCHMC delivering Services, the School System will, and will cause each District School, to perform all responsibilities listed in Schedule C, attached hereto and incorporated herein by reference. School System represents and warrants that before it or any District School shares Student information with CCHMC that the School System and District School, as applicable, has/have obtained all consents and authorizations required to share Student information with CCHMC. This includes, without limitation, all authorizations and consents required under The Family Educational Rights and Privacy Act of 1974 (“FERPA”) and the School System obtaining and maintaining an effective Kentucky High School Athletic Association (“KHSAA”) form authorizing each Student to receive Services.
3. **Term; Termination.** This Agreement will be effective beginning on the Effective Date and continuing for three (3) years (“Initial Term”). Upon expiration of the current term, this Agreement may renew upon mutual agreement of the parties (each a “Renewal Term”). Together the Initial Term and Renewal Term are referred to herein as the “Term”. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party for any reason. In addition, either party may partially terminate this Agreement without cause by thirty (30) days prior written notice to the other party with respect to any District School without affecting this Agreement with respect to the other District School(s), with the result being that this Agreement remains in effect with respect to all District Schools not included in a written notice of termination.
4. **Compensation.**
 - a. **Service Fee.** For the Initial Term, School System will pay CCHMC in the amount of \$73,500 (the “Service Fee”). CCHMC will invoice School System for the Service Fee within thirty (30) days of the Effective Date, and School System will pay within thirty (30) days of receipt of invoice.
 - b. **Renewal Terms.** The Service Fee shall automatically increase by 5% on the commencement date of each Renewal Term.
 - c. **Change of Scope.** The parties acknowledge that the Service Fee set forth herein is based upon the scope of Services provided to School System as of the Effective Date. If the scope of Services requested or required by School System increases or decreases resulting in a material change in or a need to significantly change the staffing provided by CCHMC as set forth herein, the parties shall amend this Agreement and the applicable Service Fee to reflect such change.
5. **Billing.** CCHMC shall be solely responsible for establishing, billing, and collecting for Services provided pursuant to this Agreement, to the extent consistent with the billing regulations and conditions of payment of the applicable third-party payer, including without limitation Medicare and Medicaid. All monies received by CCHMC from billing and collecting for the Services shall be its sole property. The Parties will cooperate with respect to billing for Services to private insurance and government payors, including without limitation, Medicaid. School System acknowledges that it will not receive any portion of any payment received by CCHMC for the Services. CCHMC will not bill the Student or Student’s insurance for Services provided by a Physician pursuant to this Agreement.

6. **Exclusive Agreement.** School System and CCHMC agree that all Services described herein shall be provided exclusively by CCHMC.
7. **No Obligation to Refer Patients.** It is expressly understood and agreed that nothing in this Agreement shall obligate or require School System to refer Students to CCHMC for Services provided pursuant to this Agreement or any other services.
8. **Independent Contractor Status.** In the performance of this Agreement, it is mutually understood and agreed that CHMC and its personnel are at all times acting and performing as independent contractors with, and not as employees, agents, or joint ventures of School System.
9. **Insurance.** CHMC and School System, on its own behalf and on behalf of their respective employees, and in the case of School System on behalf of its District Schools, will maintain liability insurance with coverage amounts of no less than \$1,000,000 per occurrence and \$3,000,000 aggregate. Upon request, either party will provide to the other documented proof of the applicable insurance coverage.
10. **Responsibility for Own Acts.** School System, on behalf of itself and each District School, and CCHMC each agree to be responsible for its own acts or omissions and any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds which may result or arise out of its own acts, omissions, any alleged malfeasance or neglect caused or alleged to have been caused by a party, its employees or representatives. In the event that a claim is made against any party, it is the intent of School System and CCHMC to cooperate in the defense of the claim and to cause their insurers to do likewise.
11. **Non-Performance.** Neither party shall be liable to the other party for failure or delay in performing its obligations under this Agreement when such failure or delay is due to any cause beyond the reasonable control of the party, including but not limited to, labor strikes, work stoppages, acts of God, acts of civil or military authority, governmental orders or restrictions, fires, floods, nuclear catastrophes, riots, acts of war or terrorism, embargoes, Internet disruptions, electrical or communications failures, epidemics or pandemics (a "Force Majeure Event"); provided that upon cessation of any such Force Majeure Event, the party excused from performance shall thereupon promptly perform or complete the performance of its obligations hereunder. If a Force Majeure Event occurs and its effect continues for a period of 90 days or more such that a party cannot perform its obligations under this Agreement, the other party may terminate this Agreement without liability.
12. **Confidential Information.** Each party agrees not to disclose to third parties or employees without a need to know, information received from the other party which has been identified as proprietary or confidential, or which by the nature of the circumstances surrounding disclosure, should in good faith be treated as proprietary or confidential (collectively "Information"). Both parties agree that it will treat and safeguard the other party's Information with the same standard of care employed for its own Information and will in no event employ less than a reasonable standard of care. The foregoing

confidentiality obligations will not apply when, after and to the extent the Information disclosed: (i) is now, or hereafter becomes, generally available to the public through no fault of the receiving party or its employees, agents, or contractors; (ii) was already in possession of the receiving party without restriction as to confidentiality at the time of disclosure as evidenced by competent written records; (iii) is subsequently received by the receiving party from a third party without restriction and without breaching any confidential obligation between the third party and the disclosing party hereunder; and (iv) is required to be disclosed by applicable law, rule, or court order, in which case receiving party will promptly notify disclosing party of such required disclosure, take all reasonable steps to limit the scope of such disclosure, and provide disclosing party with an opportunity to comment on such proposed disclosure. All Information will remain the property of the disclosing party and disclosure will not be construed as a grant of any license of the Information to the receiving party.

13. **Notices.** All notices to be given under this Agreement will be in writing and will be deemed to have been given and served when delivered in person or mailed, postage prepaid to the addressee party at the following address:

If to CCHMC:

Children's Hospital Medical Center
Division of Sports Medicine
3333 Burnet Avenue, MLC 2006
Cincinnati, Ohio 45229
ATTN: Dennis Hawkins, Business Director

If to School System:

Covington Independent Public Schools
2500 Madison Ave
Covington, KY 41014
ATTN: Alvin Garrison, Superintendent

With a copy to:

Children's Hospital Medical Center
Attn: Legal Department
legaldeptcontracts@cchmc.org

With a copy to:

Covington Independent Public Schools
2500 Madison Ave
Covington, KY 41014
ATTN: Ken Kippenbrock

14. **Severability.** Should any provision of this Agreement or application thereof be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall continue to be valid and enforceable to the fullest extent permitted by law unless to do so would defeat the purpose of this Agreement.
15. **Waiver.** The failure by a Party at any time to require performance of any provision of this Agreement shall not constitute a waiver of such provision and shall not affect the right of such Party to require performance at a later time.
16. **Entire Agreement.** This Agreement represents the entire agreement and understanding between the Parties and supersedes and replaces all previous oral or written agreements between the Parties with respect to the Services provided hereunder.
17. **Amendment.** This Agreement may not be amended except by the written agreement of both Parties.

18. **Subsequent Documents**. Each Party shall, at the request of the other Party, execute, acknowledge and deliver to the other Party any and all further instruments that may be reasonably required to give full force and effect to the provisions of this Agreement.

19. **Governing Law**. This Agreement and all matters arising out of or relating to this Agreement shall be governed by the laws of the State of Ohio, United States of America (excluding its conflict of law provisions). Any actions, suits, or claims that may arise out of or relate to this Agreement shall be brought exclusively in the state or federal courts located in Hamilton County, Ohio.

20. **Executed in Multiple Counterparts**. This Agreement and any amendments to it may be executed in one or more counterparts, each of which shall be deemed to be an original copy, and all of which, when taken together, shall be deemed to constitute one and the same document. Signatures to this Agreement and any amendments to it may be transmitted by fax, by electronic mail in "portable document format" (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

IN WITNESS THEREOF, the parties have executed this Agreement on the dates written below.

Children's Hospital Medical Center

Covington Independent Public Schools

Signature: _____

Signature: _____

Printed Name: Sally May

Printed Name: Alvin Garrison

Title: Vice President, CCRF

Title: Superintendent

Date: _____

Date: _____

Schedule A
Description of Services & Events

CCHMC FTE providing Services: Year 1 (1.0 FTE), Year 2 (1.0 FTE), Year 3 (1.0 FTE)

CCHMC will provide the following services for the District School(s): injury checks, sports practice coverage, and games/meet coverage (each a “Service Type”).

CCHMC will perform the Services in accordance with the then-current National Athletic Trainers’ Association (“NATA”) recommendations, with collision sports taking priority for coverage, followed by contact, and then non-contact. For each week, the District School representative and ATC will determine how to allocate the ATC FTE among the different Services Types, with NATA recommendations driving the hourly allocation and what times the Services will be provided.

In addition, the parties agree that hours will be allocated in accordance with the following methodology:

Game/meet coverage will take priority over injury checks and/or sports practice coverage. The times for sports practice coverage will be agreed upon by the District School Athletic Director and the ATC and will not exceed 4 hours per day and will not be provided later than 7:30pm on non-game/meet days. If there are simultaneous games/meets, the District Schools’ Athletic Director and ATC will discuss prioritizing game/meet coverage, and ATC will provide Services in accordance with NATA recommendations.

CCHMC may provide Services for the following games/meets:

Fall

- Home and away varsity football games, including KHSAA tournament games. Home junior varsity and freshman football games.
- Home junior high football games.
- Home Men’s and Women’s varsity soccer games.

Winter

- Home junior varsity and varsity basketball, Men’s and Women’s as well as KHSAA tournament away basketball games.
- Home wrestling meets, high school and junior high, Men’s and Women’s.

Spring

- Home track meets, varsity and junior high, Men’s and Women’s.
- Home flag football games.
- Home lacrosse games.
- Home Varsity Women’s’ Softball and Men’s’ Baseball coverage, under the discretion of the ATC.

Any away games greater than 60 miles from the District School may be covered at the discretion of CCHMC Program Leadership.

Coverage for any new junior high or high school sport(s) that are introduced by the athletic department will be at the discretion of the CCHMC Program Leadership and must be communicated in writing no later than thirty (30) days prior.

CCHMC does not provide Services on federal or CCHMC recognized holidays. If Services are needed on a federal or CCHMC recognized holiday, the District School may request additional Services from CCHMC in writing, and if mutually agreed upon, District School is responsible for the additional cost of the ATC and will be invoiced at the then-current hourly rate for the ATC.

CCHMC will perform the Services in accordance with its then-current Standard Operating Procedures (“SOPs”) which CCHMC will make available to each District School. Each District School Athletic Director, coaches and athletic trainers must review these SOPs and use best efforts to ensure the District School activities are consistent with such SOPs and where there are differences, identify such issues to the ATC assigned as the primary ATC for such District School for resolution.

School System on its own behalf and on behalf of each District School acknowledges and agrees that with respect to any Student experiencing a sports-related injury or illness, ATC will have the final determination on return to play after injury or illness, regardless if cleared by another physician. If ATC decision with respect to return to play is different from the opinion of another non-CCHMC physician treating the Student, the ATC will engage a CCHMC Physician who will attempt to contact the other physician to discuss. In the event a District School permits a Student to participate in any school-sponsored athletic activity where District School knows or reasonably should know that a Student was injured and not approved to return to play by the ATC providing Services pursuant to this Agreement, the ATC will notify the School System Athletics Manager/Director and CCHMC Division Director in writing. In such cases, CCHMC may exercise its right to terminate this Agreement with the School System or any District School in accordance with the termination provisions contained in this Agreement. For further clarification, CCHMC will likely terminate a District School for “interference” by School System or District School employees or contractors with return to play decision-making. Interference includes, but is not limited to: practicing or playing a Student against medical advice.

Schedule B
School System District Schools

District School	Notice Address/Contact Name for Notice	Full-Time or Part-Time
Covington Independent Public Schools	2500 Madison Ave, Covington, KY 41014 Ken Ellis-Athletic Director	Full-Time (30 hours per week)

DRAFT

Schedule C

School System and District Schools Responsibilities

School System will and will cause each District School to:

- Provide all physical facilities CCHMC identifies as reasonably necessary for the provision of the Services.
- Supply all taping and first aid care supplies needed.
- Follow CCHMC recommendations for return to play status. If return to play recommendations are not followed, the ATC will escalate the concern to the District School Athletics Manager and CCHMC Division Director.
- Promote a safe working environment as outlined by KHSAA Code of Conduct,
- Ensure each Student has KHSAA Final Forms completed and submit a complete Pre-participation evaluation (“PPE”), either by paper or electronic copy, prior to that Student’s participation in any sports-related activity (i.e. training, practice, or game/meet). The ATC will review the Student’s PPE to ensure the Student is medical cleared for sport participation.
- Immediately (within 24 hours) notify the ATC in writing of roster changes or additions and update in Final Forms.
- Ensure that the District School Athletic Director meets with the ATC at least one month prior to the start of each season (fall, winter, spring) to discuss season schedules and anticipated changes that may affect the Services, provide ATC the event schedules for each sport covered by this Agreement for the applicable season, and discuss any changes in the SOPs since last meeting. Start of season is considered the first day of practice for each sport for each season.
- Immediately provide in writing (email or text) to the ATC all changes in event schedule. If a change is not received by the ATC at least one week before the scheduled event, CCHMC may be unable to provide Services for such event.
- Provide ATC the Student roster for each sports team at least one week prior to training season start.
- Provide an appropriate area close to the locker rooms or gymnasium for use as an athletic injury assessment area, which includes a working water source and ice machine in or immediately adjacent to such area.
- Provide ATC badge access to District School’s premises and facilities.
- Display a CCHMC banner in the gymnasium, football/track facility, and softball/baseball facility.
- Display the CCHMC Sports Medicine logo and injury hot-line on School System’s and each District School’s webpage.
- Provide announcements regarding CCHMC Sports Medicine and Orthopedics as reasonably requested in writing once each quarter during each sports season.
- Highlight the CCHMC Sports Medicine program on District School’s social media, at least quarterly.
- Provide information about the CCHMC Sports Medicine and Orthopedics caregivers to Students with sports related injuries. Athletes/parents/guardians will independently choose any healthcare provider for evaluation and management.
-