

Athletic Training Services Agreement

This Athletic Training Services Agreement (“Agreement”) is entered into on this ____ day of _____, 20____ (The “Effective Date”), by and between the Orthopedic & Sports Medicine Center, LLC, and Platte County R-III School District.

Recitals

Whereas, the Orthopedic & Sports Medicine Center, LLC is a comprehensive orthopedic practice comprised of Orthopedic Surgeons, Mid-Level Providers, and certified athletic trainers, specializing in a range of services across Orthopedics and Sports Medicine, including the prevention, diagnosis, treatment, and rehabilitation of musculoskeletal injuries, and offering expertise in the management of athletic health and performance for individuals and teams. And

Whereas, Platte County R-III School District desires to engage the Orthopedic & Sports Medicine Center, LLC to provide athletic training services to support the Platte County R-III School District athletic programs, while ensuring the safety and well-being of student athletes. And

Whereas, the Orthopedic & Sports Medicine Center, LLC and Platte County R-III School District seek to establish a mutually beneficial relationship, whereby the Orthopedic & Sports Medicine Center provides athletic training services for a monetary fee to support the health and safety of student athletes, while also in exchange for collaborative marketing, branding, and advertising opportunities.

Agreement

Now, Therefore, in consideration of the mutual promises contained herein, the Orthopedic & Sports Medicine Center, LLC and Platte County R-III School District agree as follows:

1. Scope of Athletic Training Services

The Orthopedic & Sports Medicine Center will provide a licensed, certified athletic trainer to deliver athletic training services, including:

- 1.1. Injury prevention, evaluation, and management of athletic related injuries
- 1.2. Every attempt will be made for on-site Athletic Trainer coverage for home Platte County R-III School District athletic events, though availability may vary.
- 1.3. Provide Athletic Trainer to be present at the Athletic Trainer’s Office or other designated location between the hours of 3:00 pm and 6:00 pm when the District is in session and the Athletic Trainer is not covering a sporting event or activity.
- 1.4. Development and implementation of rehabilitation programs
- 1.5. Collaboration with coaches, parents, and physicians regarding athletic care

- 1.6. Concussion management and return to play within state guidelines and policies of Missouri and MSHSAA.
- 1.7. Require all Athletic Trainers providing services for the District to maintain a record of any District coaching staff's disregard of Athletic Trainer's recommendation of services.

2. Medical Services Provided

- 2.1. The Orthopedic & Sports Medicine Center, LLC will provide a "Team Physician" to Platte County R-III School District.
 - 2.1 The Team Physician will cover home varsity football games.
 - 2.2 The Orthopedic & Sports Medicine Center, LLC will provide priority scheduling for all clinics, facilities, and services.
 - 2.3 Concussion Management/ Baseline Testing
 - 2.3.1 All Platte County R-III School District Student Athletes participating in MSHSAA sponsored events will undergo an annual baseline concussion screening.
 - 2.3.2 In the event of a suspected Concussion prompt and adequate referral to a Physician or Advanced Practice Provider (APP) experienced in assessing and managing Concussions.

3. Additional Coverage Needs

- 3.1. Requests for additional certified athletic trainer coverage or PRN coverage will be on an as-needed basis. Every attempt will be made to accommodate PRN coverage requests.
 - o Athletic Trainer PRN coverage will be compensated at \$40 an hour.
 - o For PRN coverage to be considered, a schedule of events, including estimated hours to be worked will need to be provided at least 14 days prior to the event.

4. Marketing, Branding, and Advertising

- 4.1. Platte County R-III School District will not enter into any promotional, advertising, sponsorships, marketing, or any other endorsement activity or contract, with a similar entity organization or company, while in This Agreement with the Orthopedic & Sports Medicine Center, LLC. Further, Platte County R-III School District will allow The Orthopedic & Sports Medicine Center, LLC to place banners or other advertising as mutually agreed. The specific type and size of signage shall be agreed upon by both Parties.
- 4.2. The Orthopedic & Sports Medicine Center, LLC should be branded as, "The Official Sports Medicine Provider" for Platte County R-III School District.
- 4.3. All advertising will comply with District Policy KI: Public Solicitations/Advertising in District Facilities which can be found at [View Policy KI: PUBLIC SOLICITATIONS/ADVERTISING IN DISTRICT FACILITIES](#).

5. Medical Records

- 5.1. The Orthopedic & Sports Medicine Center, LLC Orthopedic Surgeons, Mid-Level Providers, and Certified Athletic Trainers assigned to this Agreement, will document encounters according to Standards, in the Electronic Medical Records system owned and operated by the Orthopedic & Sports Medicine Center.
- 5.2. The Orthopedic & Sports Medicine Center, LLC shall provide the District with access to student athlete medical records, per HIPAA Requirements

6. Term and Termination

- 6.1. **Term:** This Agreement shall begin on **(Start Date)** for one (1) year, initially. Subsequent to the initial term, this Agreement will automatically renew for two (2) additional terms, unless otherwise terminated sooner.
- 6.2. **Termination:** Either Party may terminate this Agreement with (60) days written notice, Termination for cause requires immediate written notice.

7. Independent Contractor

- 7.1. The parties acknowledge and agree that the Athletic Trainers and Team Physicians are independent contractors and will not be considered employees of Platte County R-III School District. Nothing in this Agreement shall be interpreted to create an employment relationship between the Athletic Trainers and Team Physicians and Platte County R-III School District.

8. Licensure and Insurance

- 8.1. The Orthopedic & Sports Medicine Center, LLC represents that all Athletic Trainers and Team Physicians assigned under this Agreement are appropriately licensed and certified to perform athletic training services in the state of Missouri.
- 8.2. The Orthopedic & Sports Medicine Center, LLC will maintain liability insurance for Athletic Trainers, Orthopedic Surgeons and Mid-Level Providers assigned under this Agreement.
- 8.3. Platte County R-III School District agrees to maintain general liability insurance covering athletic programs.

9. Indemnification

- 9.1. Each party named in this Agreement, agrees to indemnify, defend, and hold harmless the other party, its officers, employees, and agents, from and against any claims, damages, or liabilities arising out of the performance of this Agreement, except to the extent caused by the negligence or willful misconduct of the indemnifying party.

10. Compensation

- 10.1. The Orthopedic & Sports Medicine Center, LLC will provide Platte County R-III School District with two (2) certified athletic trainers.
- o The payment amount for the services provided under this Agreement shall be \$20,000 for years one (1) and two (2). The third year, the annual payment shall escalate by 5% for a total annual payment of \$21,000 for both athletic trainers.

Year	Payment Amount	Monthly Charge
Year 1	\$20,000	\$1,666.67 (11 months) \$1,666.63 (1 month)
Year 2	\$20,000	\$1,666.67 (11 months) \$1,666.63 (1 month)
Year 3	\$21,000	\$1,750

- o If any additional certified athletic trainers are desired or requested by Platte County R-III School District would be an additional annual fee of \$10,500 per certified athletic trainer.

11. Responsibilities of the School

- 11.1. A designated and appropriate space for Athletic Training Services to be rendered, “Athletic Training Room.”
- 11.2. Access to necessary equipment and supplies to properly deliver Athletic Training Services in order to provide adequate healthcare. These services include but are not limited to Therapeutic modalities, first aid supplies, AED, first aid kits, as well as necessary emergency supplies, or other tools required for athletic training services, are available and in good working condition.
- 11.3. Ensure that all student-athletes, coaches, and staff are aware of the health and safety protocols related to athletic participation, including emergency procedures and injury management protocols.
- 11.4. A schedule of athletic events and practices requiring Athletic Training coverage within reasonable notice including schedule changes, cancellations, or additional coverage requests to ensure the athletic trainers’ availability.
- 11.5. Local Emergency Medical Services/ stand-by Ambulance coverage for home varsity football games or any other events deemed necessary or medically relevant.

12. Amendments

- 12.1. This Agreement may be amended or modified only by a written instrument executed by both parties. Any Amendment or modification to this Agreement shall only be considered valid if it is signed by authorized representatives of both parties. No verbal statements or prior written material not specifically incorporated herein shall be of any force or effect.

13. Governing Law

- 13.1. This Agreement shall be governed by and construed in accordance with the laws of the state of Missouri.

14. Severability

- 14.1. If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect. The invalid, illegal, or unenforceable provision shall be modified or replaced with a valid provision that most closely reflects the intent of the original provision.

15. Confidentiality and Non-Disclosure

- 15.1. Both parties agree to maintain the confidentiality of all proprietary, sensitive, or confidential information shared during the course of this Agreement, including but not limited to any personal health information, business data, and trade secrets. Neither party shall disclose such information to any third party without the prior written consent of the other party, unless required by law. This confidentiality obligation shall survive the termination or expiration of this Agreement.
- 15.2. The Orthopedic & Sports Medicine Center, LLC Athletic Trainers, Orthopedic Surgeons and Mid-Level Providers assigned under this Agreement shall comply with all applicable privacy laws, including the Health Insurance Portability and Accountability Act (HIPAA), regarding the handling of confidential patient health information.

Additional Requirements

- 15.3. Adherence to School Policy and all Laws. All providers will comply with District Policies, State and Federal Statutes including but not limited to and the Health Insurance Portability and Accountability Act (HIPPA) and the Federal Information Privacy Educational Right and Privacy Act (FERPA), 20 U.S.C. 1232g, and to otherwise comply with applicable provisions of FERPA. Personally identifiable student information will only be used by Provider and its agents as necessary to carry out the services to be provided herein and will keep such information confidential to the fullest extent possible.
- 15.4. MSHSAA REQUIREMENTS. Providers additionally agree to be fully informed of and follow all applicable rules and regulations imposed by or enforced by the Missouri State High School Activities Association (MSHSAA), including all regulations imposed upon athletes as to the use or employment of any medical treatment, therapy, and related tools (for example, taping) during regular or post season competition.

16. Open Choice with no Referral Obligations

16.1. Both parties agree that no payments, commissions, or any other form of compensation will be made or received for the referral of student athletes under this Agreement. All student athletes have the right to seek a referral or utilize a healthcare provider of their choice for any medical care outside the scope of the services offered under this Agreement. This Agreement is not contingent upon either party making referrals to the other. This Agreement is not intended to incentivize or compensate for referrals, nor will either party provide or receive any payments for the referral or arrangement of items or services for which payment maybe made under Medicare or Medicaid programs. Furthermore, neither party shall lease, order, or arrange any goods, facilities, or items for which payment may be made under Medicare or Medicaid programs.

Signatures

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

Orthopedic & Sports Medicine Center, LLC

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Platte County R-III School District

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____