

**AGREEMENT TO PROVIDE SPORTS MEDICINE ATHLETIC TRAINING SERVICES
TO BIG WALNUT HIGH SCHOOL**

The Nationwide Children's Hospital Department of Sports Medicine (NCH) has established an Athletic Training Outreach Program to provide athletic training services to high school athletic departments. Big Walnut High School (HS) through the Big Walnut Board of Education (Board), wish to engage NCH to provide a certified athletic trainer for the student athletes at HS as set forth below.

NCH and HS agree to the following terms:

- 1.0 NCH will provide a licensed athletic trainer to provide athletic training services to student athletes at HS under the direction of an NCH sports medicine physician and/or a volunteer team physician. The licensed athletic trainer will report to the HS Athletic Director while at the schools.
- 2.0 Athletic training coverage for the 2012-2013 school year will be provided by an NCH athletic trainer at HS. NCH will provide coverage up to a total of 1,300 hours per school year at HS. The fee for this service will be \$9,000.00 per school year. This amount will be billed by NCH on July 31, 2012 and shall be payable in full annually by August 31, 2012.
- 3.0 The schedule of the NCH athletic trainer will be coordinated with the HS Athletic Director to ensure that the school's needs are met.
- 4.0 NCH will provide one (1) athletic training visit per week to the Big Walnut Middle School (MS), at no additional cost to the district, during the 2012-2013 school year to evaluate injuries and advise athletes, parents and coaches during the school year. The schedule for such visits will be coordinated with the HS Athletic Director. This coverage will not be included in the total of 1,300 hours of services to be provided to the HS during the school year.
- 5.0 The athletic training services will encompass the sports medicine needs of the HS students and the duties of the athletic trainer will include:
 - a. Initial injury evaluations and treatments.
 - b. Physician referrals when appropriate.
 - c. Direction of rehabilitation of athletic injuries.
 - d. Implementation of injury prevention program.
 - e. Make "return to play" decisions in conjunction with the team physician.
 - f. Provide education to athletes, parents and coaches on sports medicine related issues.
 - g. Maintain records pertaining to athletic injuries
- 6.0 NCH may provide additional coverage for non-school sponsored or OHSAA events as requested by HS and agreed upon by NCH and HS Athletic Director at a rate of \$25.00 per hour, to include travel time for distances over thirty (30) miles. This coverage is in

- addition to the contracted hours per school year in this Agreement. HS will be billed for all time the services of the athletic trainer are utilized, including setup and cleanup time.
- 7.0 Funding for necessary sports medicine supplies and equipment will be provided and approved by HS Athletic Director.
 - 8.0 An NCH athletic trainer will advise HS officials on topics relevant to health, safety, conditioning, and strengthening for optimal performance at all levels on a continuing basis.
 - 9.0 NCH will provide one (1) coach's clinic per year to be held at the HS if requested by HS. Coaches will be charged a minimal fee, which will be payable to NCH.
 - 10.0 NCH athletic trainer will coordinate the delivery of mass physicals for all HS athletes once per year if requested by HS.
 - 11.0 If a student athlete is injured and the student and/or parents request a referral by the athletic trainer to a sports medicine physician, the NCH athletic trainer will coordinate a physician appointment with an NCH sports medicine physician within twenty-four (24) hours of the injury. All scheduling must occur through the athletic trainer in order to receive an appointment within twenty-four (24) hours of injury.
 - 12.0 NCH and the HS understand that NCH athletic trainers are considered "health care providers" under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Family Educational Rights and Privacy Act (FERPA) and the Ohio Student Records Act (OSRA) and are subject to FERPA/OSRA's rules and regulations. NCH and HS agree that school coaching staff are "involved in the care" of the student athlete. This allows the coach to receive information necessary to address injuries and to receive information concerning involvement and practice or competition to protect the health and safety of the student athlete. HS and MS agree that it will distribute information and collect documents supplied by NCH that are necessary for NCH to comply with HIPAA. This information will be distributed as part of the agreement that the student athletes and parents must sign at the beginning of each school year. Both parties agree that the confidentiality of medical information is of the utmost importance and that any student medical information received by either party shall be kept confidential.
 - 13.0 The parties understand and agree that the NCH athletic training services will be provided under the direction, supervision and review of the licensed athletic trainers' consulting physician or the team physician. The athletic training services provided are not a substitute for the professional services of a physician. Parents and students retain the right to have their child treated by their own physician, and to have that physician be able to access information from the NCH physicians and athletic trainers and control the management of the individual student's health care in their role as the family's chosen health care provider.
 - 14.0 HS agrees that it will not allow or permit advertising of any kind by other sports medicine or orthopedic groups on school grounds during the term of this contract. Further, HS agrees that it will not engage other sports medicine or orthopedic groups to provide

medical, educational or instructional services of any kind during the term of this Agreement. Other health care providers, not in direct competition with NCH, may advertise with HS with prior notice by HS to NCH.

- 15.0 HS agrees to provide, free of charge, a full-page Nationwide Children's Hospital Sports Medicine advertisement in the sports program for two seasons (fall, and winter) for recognition of services provided. This advertisement will be developed and provided to HS by NCH. Further, NCH will provide a large sign or banner to be displayed each season on the field/court of each major sport for that season. Additionally, HS and MS agree to announce that NCH is the sports medicine provider for the athletes at HS and MS at least once per period during each sporting event, to include a Nationwide Children's Hospital Sports Medicine link on the school website, and offer other opportunities for advertising and/or recognition as they arise.
- 16.0 For a period of one (1) year after the termination of this agreement, HS or MS, or any party providing services to HS or MS, shall not employ in the same or similar capacity any of NCH's athletic trainers, without the written permission of NCH.
- 17.0 NCH will provide professional liability coverage for the NCH athletic trainer providing services under this agreement. The liability coverage applies solely to actions of the NCH athletic trainer as an employee of NCH within the scope of their employment.
- 18.0 The Parties to this agreement agree to indemnify, defend and hold each other harmless against any and all liabilities, claims, losses, judgments, fees, expenses and costs, including attorney's fees and damages arising out of or resulting from the other's acts or omissions undertaken under this agreement to the extent allowable by law.
- 19.0 This Agreement shall be for an initial term of five (5) years, with the Effective Date commencing on August 1, 2012. The Agreement may also be terminated for cause, upon proper written notice from one party to the other, in the event a party breaches the terms of this Agreement and said breach continues uncured for a period of thirty (30) days after proper written notice of the breach is sent by the non-breaching party to the breaching party. If the Board eliminates athletic sports at HS due to financial reasons, HS may terminate this contract by providing ninety (90) days prior and proper written notice to NCH.
- 20.0 Upon termination of this agreement, the parties agree to negotiate in good faith to reach a subsequent agreement for the provision of athletic training services by NCH at HS. Further, upon termination of this agreement, HS agrees to notify NCH of any offers by a Third Party to provide athletic training services to HS, and to allow NCH the opportunity to match any bids of those Third Parties.
- 21.0 This Agreement may only be amended in writing signed by both parties.

AGREED:

Big Walnut High School, through its
Board of Education

Name: _____

Title: _____

Date: _____

Nationwide Children's Hospital

Name: *Gil Peri / Gil Peri*

Title: *Vice President, Regional Development*

Date: *11/8/12*

[This is the signature page to the Agreement for Sports Medicine Athletic Training Services between Big Walnut High School and Nationwide Children's Hospital.]